CONTRACT NNL05AA02B (Modifications)

The following information has been determined to be exempt from disclosure and has been deleted from the modifications:

- Signature Blocks in Modifications 1, 3, 4-7, 9, 12-15, 19-20, 27, 31, and 37
- Modification 3: Unit price and quantity for Item #0001, Section B, Page 2
- Modification 3: Unit price and quantity for Item #1001, Section B, Page 3
- Modification 3: Unit price and quantity for Item #2001, Section B, Page 4
- Modification 3: Unit price and quantity for Item #3001, Section B, Page 5
- Modification 3: Unit price and quantity for Item #4001, Section B, Page 6
- Modification 3: Fully Loaded Labor Rates, Section B, Page 10
- Modification 4: Unit price and quantity for Item #0001, Section B, Page 4
- Modification 13: The Cost and Fixed Fee for Statement of Work, Page 2
- Modification 14: Unit price and quantity for Item #0001, Section B, Page 4
- Modification 14: Unit price and quantity for Item #1001, Section B, Page 5
- Modification 14: Unit price and quantity for Item #2001A, Section B, Page 6
- Modification 14: Unit price and quantity for Item #2001B, Section B, Page 6
- Modification 14: Unit price and quantity for Item #3001, Section B, Page 7
- Modification 14: Unit price and quantity for Item #4001, Section B, Page 8
- Modification 14: Fully Loaded Labor Rates, Section B, Page 12
- Modification 15: Unit price and quantity for Item #0001, Section B, Page 4
- Modification 15: Unit price and quantity for Item #1001, Section B, Page 5
- Modification 15: Unit price and quantity for Item #2001A, Section B, Page 6
- Modification 15: Unit price and quantity for Item #2001B, Section B, Page 6
- Modification 15: Unit price and quantity for Item #3001, Section B, Page 7
- Modification 15: Unit price and quantity for Item #4001, Section B, Page 8
- Modification 27: Unit price and quantity for Item #3001, Section B, Page 4
- Modification 27: Unit price and quantity for Item #4001, Section B, Page 5

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300 (b)(4), which covers trade secrets, and commercial or financial information obtained from a person and privileged or confidential. It has been held that commercial or financial matter is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation Association v. Morton, 498 F.2d 765 (D.C. Cir. 1976).

			\bigcirc	OMB Approval 2	700-0042 AGE(9)
AMENDMENT OF COLIC	ITATION/MODIFICATION OF	1	CONTRACT ID CODE	PAGE OF P	5
2. AMENDMENT OF SOLIC	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE RE	Q, NO. E	PROJECT NO. (# applica	sida)
1	See Block 16b				
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other th	an (tom 6)	CODE	
National Aeronautics and S Langley Research Center, Hampton, VA 23681-219	David O. Garner, 757-864-2784				
B. NAME AND ADDRESS OF CONTRAC	TOR (No. Street, County, State and ZIP: Code)		(4) 9A. AMENDMENT	OF SOLICITATION NO.	
ASRC Management Ser 3900 C Street, STE - 802 Anchorage, AK 99503-3			98. DATED (SEE I	TEM 11)	R NO.
					N NO.
			X NNL05AA	,02B	
			108. DATED (SEE	ITEM 13)	
CODE 383H1	FACILITY CODE		August 12,	2005	
	11. THIS ITEM ONLY APPLIES	TO AMENDMENTS OF SOI	The second lives and the second lives are a second lives and the second lives are a second lives and the second lives are a sec		The second second
(4) A. THIS CHANGE ORDER IS	3. THIS ITEM APPLIES ONLY TO IT MODIFIES THE CONTRACT/ E ISSUED PURSUANT TO: (Specify sushority) THIS CONTRACT/ORDER IS MODIFIED TO REFLECT TO THE AUTHORITY OF FAR 43,103(b). GREEMENT IS ENTERED INTO PURSUANT YO A MENT	ORDER NO. AS DESCRIBE E CHANGES SET FORTH IN ITEM 14 ARE THE ADMINISTRATIVE CHANGES (Such a	D IN ITEM 14. MADE IN THE CONTRACT		
E. IMPORTANT: Contractor		document and return 1 copies	to the issuing office.		nije primbijes
14. DESCRIPTION OF AMENDMENTA	ODIFICATION (Organized by UCF section heading.	s, including solicitation/contract subject met	er where fessible.)		
a. The purpose of thi	s modification is to:				
(1) Change the (2) Update con-	physical address in block 7 o tract clauses.	of the contract Standard I	Form 26.		
		(continued)	1) (0.00000000000000000000000000000000000	W	
Except at provided herein, all terms and	conditions of the document referenced in Item 9A or	r 1QA, as herelafore changed, remains unch	nanged and in full force and	enaut.	
AND THE A GIGNED	18C. 500/TE 810	DAVID O. GARNE	R, CONTRACTI	NG OFFICER 18C. DATE Sep 6	27,2005
NSN 7540-01-142-8070 PREVIOUS EDITION UNUSABLE	Çc	30-105 exaputar Gonerated		TANDARD FORM 30 (escribed by OSA FAR (48 (

PAGE 02/05

ASRC FED CONTRACTS

2095-758-105 36:12 2002/32/60

b. At the time of contract award, the Contractor's physical address was incorrectly identified in block 7 of the contract Standard Form 26 as:

ASRC-Management Services 6306 Ivy Lane, Suite 800 Greenbelt, MD 20770-6356

The above address is hereby change to:

ASRC-Management Services 3900 C Street, STE - 802 Anchorage, AK 99503-3596

The mailing address remains:

ASRC-Management Services 6306 Ivy Lane, Suite 800 Greenbelt, MD 20770-6356

c. The following clauses are hereby changed or deleted in Section G of the contract:

G.5 NFS 1852.245-71 Installation-Accountable Government Property paragraph(b)(1) is filled in as follows:

...procedures apply "Will be listed in individual task orders"

d. The following clause are hereby deleted: NFS 1852.245-75 Title to Equipment

e. The following contract clauses were referenced in Section I, however, not in full context as the contract stated. The following clauses are hereby incorporated in full text with the appropriate fill-ins:

52.244-2 - Subcontracts Alternate I (Aug 1998) 8.1

(a) Definitions. As used in this clause Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR) Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract. Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment. (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)(or (e) or this clause. (d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or (2) Is

Page 2 of4

fixed-price and exceeds

- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or (ii) For contracts awarded by a civilian agency other that the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the following subcontracts:

"ALL SUBCONTRACTS"

- (f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:
 - (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractors current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractors Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting --
 - (A) The principal elements of the subcontract price negotiations; (B) The most significant considerations controlling establishment of initial or revised prices; (C) The reason cost or
 - establishment of initial or revised prices; (C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractors cost or pricing data in determining the price objective and in negotiating the final price; (E) The extent to which it was recognized in the negotiation that the subcontractors cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated; (F) The reasons for any significant difference between the Contractors price objective and the price negotiated; and (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall

Page 3 of4



identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

- (2) Unless the Contractor maintains an approved purchasing system, the Contractor shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause. Alternate I
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors purchasing system shall constitute a determination --
 - (1) Of the acceptability of any subcontract terms or conditions; (2) Of the allowability of any cost under this contract; or (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i). (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government. (j) The Government reserves the right to review the Contractors purchasing system as set forth in FAR Subpart 44.3. (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

f. I. 9 52.252-2 - Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/loadmainre.html

http://farsite.hill.af.mil/ and http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of Clause)

g. All other terms and conditions remain the same.

Page 4 of4

09/26/2005 21:36 301-837-5502 ASRC FED CONTRACTS PAGE 05/05

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 2. AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 2. AMENDMENTAGE SOLICITATION OF CONTRACT 3. SEFECTIVE DATE See Block 105 See Block 125 See			***	1 CONT	DACT ID CODE			al 2700-0042
2 MORDINETANOPICATION NO. 2 SEPERIOR DISC. See Block 105 See Block 12 National Aeronautics and Space Administration Code L National Aeronautics and Space Administration Langley Research Center, David O. Garner, 757-864-2784 Hampton, VA 23681-2199 8 NAME AND ACCORDESS OF CONTRACTION (No. Street, County, State and ZAP Code) A RECEIVED AND ACCORDESS OF CONTRACTION (No. Street, County, State and ZAP Code) A RECEIVED AND ACCORDESS OF CONTRACTION (No. Street, County, State and ZAP Code) 8 NAME AND ACCORDES OF CONTRACTION (No. Street, County, State and ZAP Code) A RECEIVED AND ACCORDES OF CONTRACTION (No. Street, County, State and ZAP Code) A RECEIVED AND ACCORDES OF CONTRACTION (No. Street, County, State and ZAP Code) A RECEIVED AND ACCORDES OF CONTRACTION OF CONTRACTION (No. Street, STE - 802) Anticonage, AK 99503-3596 Attention: 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is immerced as and form in liber 14. The four and date specified in the solicitation and annotation or not on accordance or not on accordance or one of the solicitation and accordance in the solicitation and annotation or not one annotation or not on accordance or one of the solicitation and annotation and numbers. FAULE OF CY OUTH ACCORDANCE OF VIOLE OF VI	AMENDMENT OF SOLICITATION	N/MODIFICATION OF CO	ONTRACT	1. CONT	HACT ID CODE	PAGE		PAGE(S)
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National Aeronautics and Space Administration Langley Research Center, David O. Garner, 757-864-2784 Hampton, VA 23681-2199 II. NAME MAP ACCINESS OF CONTRACTOR Job. Street, Courty, Same and 26°- Coope ASRC Management Services 3900 C Street, STE - 802 Antchorage, AK 99503-3596 Attention: This ITEM ONLY APPLIES TO AMENDMENTS OF SOLUCITATION The access members and risk, and refurning one (1) copy of the amendment, (a) by acknowledging needed to the section of the solution of the total county of the offer subminded, (c) by proprieting litters 8 and 16, and refurning one (1) copy of the amendment, (b) by acknowledging needed to the section with the total colours and same procedure in sections of the total colours and same procedure in sections and anomalism and the sections with the total colours and same procedure in the solutions and anomalism and the sections and anomalism and the sections of the offer subminded, (c) by completing little in the colours and same procedure in the sections and anomalism and anomalism and the sections and anomalism and anomalism and anomalism and anomalism and the sections and anomalism and the sections and anomalism a	2	See Block 16b	See Block 12				ivo. (ii app	moable)
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ASRC Management Services 3900 C Street, STE - 802 Anchorage, AK 99503-3596 Attention: The street of the street	Langley Research Center, David							
ASRC Management Services 3900 C Street, STE - 802 Anchorage, AK 99503-3596 Attention: Total Moder	8. NAME AND ADDRESS OF CONTRACTOR (No. Street	et, County, State and ZIP: Code)		1.00	9A. AMENDMEN	T OF SOLICITA	ATION NO.	· · · · · · · · · · · · · · · · · · ·
Attention: The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.	3900 C Street, STE - 802			ITEM 11)		DER NO.		
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The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers				<u> </u>		2, 2005		
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (is, By completing tiems 8 and 15, and returning one (1) copy of the amendment; (ib) by acknowledging receipt of this amendment one ack copy of the offer submitted; or (ic) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If they white of this amendment you desire to change an offer afready submitted, such change may be made by lelegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is neceived prior to the opening hour and data specified. 12. ACCOUNTING AND APPROPRIATION DATA (If recurred) PR: 4200135751 (CLIN 0001) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. 14. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Speedy authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 15. THE ABOVE NUMBERED CONTRACT/ORDER IS ISSUED PURSUANT TO AUTHORITY OF: 16. IN ITEM 14 PURSUANT TO THE AUTHORITY OF FARA 431000. 17. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 18. INTER Specify type of modification and authority) X 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) E. IMPORTANT: Contractor is in not. is required to sign this document and return copies to the issuing office. 19. OFFICE RECEIVED AT THE APPLIES ON THE ACT ARROWS (IN INTERNATION OF THE ARROWS (IN INTER	11. THI	S ITEM ONLY APPLIES TO	AMENDMENTS OF S	OLICIT	ATIONS			
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B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43, 103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER Specify type of modification and authority) X 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) The purpose of this modification is to allot incremental funding to CLIN 0001 in the amount of \$423,023. The obligated amount is changed from \$1,378,969 to \$1,801,992. (continued) Except at provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) DAVID GARNER CONTRACTING OFFICER 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED						1		
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Except at provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) DAVID O GARNER CONTRACTING OFFICER 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED BY (Signature of person authorized to sign) 16C. DATE SIGNED SIGNATURE OF Contracting Officer)	The purpose of this modification	is to allot incremental fur	nding to CLIN 0001		ŕ	423,023.	The	
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(Signature of person authorized to sign) BY (Signature of Contracting Officer) 3 / Jan 06	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED		/ //	-1.11410111			SIGNED
(Signature of person authorized to sign)			By XXXXX	pro	ner		211	7. a=
		90	\((Signi)	fure of Con		FANDADD =	<u> </u>	10m 06

SF 30, BLOCK 14 (CONTINUED):

- A. Reference contract clause B.11. Subparagraphs (a) and (c)(1) are revised as follows:
- B.11 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001)
- (a) Of the total price of item 0001 the sum of \$1,801,992 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS
CLIN 0001 Fully Funded

- (c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until <u>CLIN 0001</u> is now fully funded."
- B. All other terms and conditions remain the same.

CONTRACT FUNDING SUMMARY								
CLIN BASIC PERIOD:		N PR Number	Total F	unding By C Funded Tas	NASA SAP P.O. # (For Internal Use Only)			
			0001	0003	0004			
Contract Award	0001	4200107539 (PLIs 1,2,3)	\$1,378,969			NNL05AC93T		
	0003	4200107539 (PLI 4)		\$70,000		NNL05AC95T		
Modification 1		No Change						
Modification 2	0001	4200135751	\$423,023			NNL05AC93T		
TOTAL			\$1,801,992	\$70,000	\$0			

			T			roval 2700-0042
AMENDMENT OF SOLICITAT	ON/MODIFICATION OF	CONTRACT	1. CONTRAC	r ID CODE	PAGE O	PAGE(S)
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE See Block 16b	4. REQUISITION/PURCHAS See Block 12	E REQ. NO.	5. PI	ROJECT NO. (If	applicable)
6. ISSUED BY	CODE	7. ADMINISTERED BY (If of	her than Item 6)	(CODE	
National Aeronautics and Space A Langley Research Center, David Hampton, VA 23681-2199						
8. NAME AND ADDRESS OF CONTRACTOR (No. 1	Street, County, State and ZIP: Code)		(4) 9A	AMENDMENT OF	SOLICITATION N	1 0.
ASRC Management Services 3900 C Street, STE - 802 Anchorage, AK 99503-3596				DATED (SEE ITEM	·	ORDER NO.
			$ \mathbf{x} $	NNL05AA021	В	
Attention: J. C. Lede			101	3. DATED (SEE ITEI	•	
	FACILITY CODE THIS ITEM ONLY APPLIES TO	O AMENDMENTS OF		August 12, 20	05	
Offers must acknowledge receipt of this amer (a) By completing Items 8 and 15, and return By separate letter or telegram which include THE PLACE DESIGNATED FOR THE RECE of this amendment you desire to change an o solicitation and this amendment, and is received.	ing one (1) copy of the amendment; (b s a reference to the solicitation and ar IPT OF OFFERS PRIOR TO THE HOU offer already submitted, such change me ared prior to the opening hour and data s	 by acknowledging receipt of mendment numbers. FAILUF JR AND DATA SPECIFIED N ay be made by telegram or le 	f this amendm RE OF YOUR A IAY RESULT II	ent on each copy ACKNOWLEDGM N REJECTION OF	of the offer sul ENT TO BE REVOUR OFFER	RECEIVED AT R. If by virtue
12. ACCOUNTING AND APPROPRIATION DATA (I Purchase Requisition: 420013809	• •			Net Increas	se of \$803,9	959.00
IT MC	ITEM APPLIES ONLY TO MODDIFIES THE CONTRACT/OR	RDER NO. AS DESCRI	BED IN ITE	M 14.		
B. THE ABOVE NUMBERED CONTRAC IN ITEM 14, PURSUANT TO THE AU		ADMINISTRATIVE CHANGES (SI				
	TIS ENTERED INTO PURSUANT TO AUTHO S—FIXED PRICE (ALTERN)					
D. OTHER Specify type of modification a	-			,		
E. IMPORTANT: Contractor is not 14. DESCRIPTION OF AMENDMENT/MODIFICATION	ot, is required to sign this doc ON (Organized by UCF section headings, incl					
The purpose of this modification the NASA Engineering Training Contract Requirements, to increase CLIN X002 proportionately; (iii) name from NASA Integrated Lea Engineering Leadership (APPEL)	(NET) program requirements; se the firm-fixed price amount allot incremental funding to C rning and Development Progr	(ii) revise Part I, Secti is for CLIN X001 and in CLIN 0001 in the amou am (ILDP) to read "Na	on B, The S to decrease nt of \$803, ASA Acada	chedule, and the reimbursal 959; and (iv) r my of Progran	Section H, S ble amounts evise the pr	Special s for rogram
	•	ntinued)				
Except at provided herein, all terms and conditions of the state of Signer (Type or print)		as heretofore changed, remains u			print)	
		RICHARD T. CA	ALL HOUSE STATE	CONTRACT	<u> 100 da 100 d</u>	
	2-3-06	BY DICHO	MERICA /	duull ing Officer)	16C. D	3-2006
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		0-105 er Generaled			OARD FORM 3 ed by GSA FAR (

SF 30, BLOCK 14 (CONTINUED):

- A. Reference Part I, Section B, The Schedule. The following changes are hereby made:
- (1) Clause B.1 entitled "SUPPLIES AND/OR SERVICES TO BE FURNISHED" pages 2-6 are hereby deleted in its entirety and replaced with the revised Clause B.1, pages 2-6, attached hereto.
 - (2) Clause B.3 entitled "CLIN PRICING" paragraph (b) second sentence is revised as follows:
 - "The Minimum Value of \$100,000 and Maximum Value of \$24,814,612 are for the entire life of the contract (base period plus all options exercised)."
- (3) Clause B.4 entitled "FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)" is deleted in its entirety and replaced with the following:

"The total firm-fixed price (FFP) of this contract is:

	TOTAL FFP AMOUNT (CLIN X001)					
Base Period	\$3,006,076					
Option Year 1	\$3,819,696					
Option Year 2	\$3,988,740					
Option Year 3	\$4,111,452					
Option Year 4	\$4,259,424					
Total FFP	\$19,185,388					

The Total FFP amount is the base period amount plus any options exercised during the life of the contract."

(4) Clause B.5 entitled "MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY(IDIQ) CONTRACT VALUE (Applies to CLIN X002)" last sentence is revised as follows:

"The total maximum value is \$24,814,612 for the 5-year period of performance.

- (5) Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001) paragraphs (a) and (c) (1) are herby deleted and replaced with the following:
- "(a) Of the total price of item 0001 the sum of \$2,605,951 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALL	OTMENT OF FUNDS
April 30, 2006	\$400,125

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until July 15, 2006."

- B. Reference Part I, Section C, Statement of Work (SOW). The SOW (Pages 12 19) is hereby deleted in its entirety and replaced with the revised SOW (Pages 12 through 19) attached hereto.
- C. Reference Part I, Section H, clause H.11 entitled "OPTIONS". Subject clause is hereby deleted in its entirety and replaced with the following:

"H.11 OPTIONS (LaRC 52.217-95) (APR 2002)

Pursuant to the clause entitled "Option to Extend the Term of the Contract (Mar 2000)," the Contractor hereby grants to the Government options to extend the term of the contract for 4 additional periods of 12 months each. Such option(s) are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

	Option 1	Option 2	Option 3	Option 4	
Item	Year 2	Year 3	Year 4	Year 5	
Total FFP Work (CLIN X001)	\$3,819,696	\$3,988,740	\$4,111,452	\$4,259,424	
Total IDIQ Work (CLIN X002)	\$4,780,304	\$4,811,260	\$4,888,548	\$4,940,576	
Cost Reimbursable Travel (CLIN X003)	\$700,000	\$700,000	\$700,000	\$700,000	
Cost Reimbursable (CLIN X004)	\$300,000	\$300,000	\$300,000	\$300,000	
Period of Performance	See Contract Clause Section F entitled "Period of Performance (LaRC 52.211-91)"				

- D. In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's proposal for the incorporation of the NASA Engineering Training (NET) requirements, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this change.
- E. All other terms and conditions remain the same.

CONTRACT FUNDING SUMMARY								
1 • • • • • • • • • • • • • • • • • • •	Total Funding By CLIN CLIN PR Number (CLIN X002 Funded Task Order)				NASA SAP P.O. # (For Internal Use Only)			
BASIC PERIOD:			0001	0003	0004			
Contract Award	0001	4200107539 (PLIs 1,2,3)	\$1,378,969			NNL05AC93T		
	0003	4200107539 (PLI 4)		\$70,000		NNL05AC95T		
Modification 1		No Change						
Modification 2	0001	4200135751	\$423,023			NNL05AC93T		
Modification 3	0001	4200138097	\$803,959			NNL05AC93T		
TOTAL			\$2,605,951	\$70,000	\$0			

PART I - THE SCHEDULE SECTION B

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90) (MAY 1999)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in Part I, Section C, Statement of Work.

BASIC CONTRACT PERIOD OF PERFORMANCE (1 SEPTEMBER 2005 THROUGH 31 AUGUST 2006)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and	5 (9/1/05 thru 1/31/06)	Ms	Firm-Fixed Price	
	Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	(2/1/06 Thru 8/31/06)	Ms	Firm-Fixed Price	\$3,006,076 Firm-Fixed Price
0002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$5,393,924 MAXIMUM VALUE (Over life of contract)
0003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	\$700,000 (Not-To-Exceed)
0004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$300,000 (Not-To-Exceed)
0005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE SECTION B

OPTION 1 PERIOD OF PERFORMANCE (1 SEPTEMBER 2006 THROUGH 31 AUGUST 2007)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	•	Ms	Firm-Fixed Price	\$3,819,696 Firm-Fixed Price
1002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	. 1	Job	Cost-Plus Fixed Fee	\$4,780,304 MAXIMUM VALUE (Over life of contract)
1003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	\$700,000 (Not-To-Exceed)
1004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$300,000 (Not-To-Exceed)
1005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE SECTION B

OPTION 2 PERIOD OF PERFORMANCE (1 SEPTEMBER 2007 THROUGH 31 AUGUST 2008)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)		Ms	Firm-Fixed Price	\$3,988,740 Firm-Fixed Price
2002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$4,811,260 MAXIMUM VALUE (Over life of contract)
2003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	\$700,000 (Not-To-Exceed)
2004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$300,000 (Not-To-Exceed)
2005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE SECTION B

OPTION 3 PERIOD OF PERFORMANCE (1 SEPTEMBER 2008 THROUGH 31 AUGUST 2009)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
3001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	-	Ms	Firm-Fixed Price	\$4,111,452 Firm-Fixed Price
3002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$4,888,548 MAXIMUM VALUE (Over life of contract)
3003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	\$700,000 (Not-To-Exceed)
3004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$300,000 (Not-To-Exceed)
3005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I - THE SCHEDULE SECTION B

OPTION 4 PERIOD OF PERFORMANCE (1 SEPTEMBER 2009 THROUGH 31 AUGUST 2010)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)		Ms	Firm-Fixed Price	\$4,259,424 Firm-Fixed Price
4002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$4,940,576 MAXIMUM VALUE (Over life of contract)
4003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	\$700,000 (Not-To-Exceed)
4004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$300,000 (Not-To-Exceed)
4005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

B.2 NUMBERING OF CONTRACT LINE ITEMS NUMBERS (CLINs)

Contract Line Item Numbers (CLINs) change in the 1st digit for each contract period (base period plus four options). For example, the base period CLIN for Program Operations Support is 0001, Option Period 1 is 1001, Option Period 2 is 2001, and so on. Instead of repeating a whole series of numbers throughout the contract, the Government will refer to certain CLINs with an "X" as the first digit. For example, when the Government refers to "Reimbursable Travel", we will simply refer to CLIN X003.

B.3 CLIN PRICING

- (a) CLIN X001 (Firm Fixed Price-Program Operations Support): For the CLINs under X001, list a fixed price monthly amount to perform services in accordance with the APPEL Statement of Work (SOW), then multiply by 12 months to derive the total amount. The Government reserves the right to order less than 12 months or one year of services for the fixed price CLINs. If less than 12 months is awarded, the price will be reduced by $1/12^{th}$ for each month of service not awarded. The contractor's total amount for CLIN X001 will include support of the estimated amount of all reimbursable CLINs. Any change to the Firm Fixed Price amount may result in a corresponding increase or decrease to the maximum value of reimbursable CLINs (X002 X004) to stay within the maximum value of the contract of \$49,000,000.
- (b) CLIN X002 (Task Order Support): Task Orders placed in accordance with the contract terms will be separately priced and ordered in accordance with contract clauses B.10 and H.19. The Minimum value of \$100,000 and Maximum Value of \$24,814,612 are for the entire life of the contract (base period plus all options exercised). Task Orders will be priced in accordance with the in accordance with the rate schedule identified in Paragraph B.10 entitled "SCHEDULE OF RATES FOR PRICING TASK ORDERS UNDER CLIN X002".
- (c) CLINs X003 through X004 (Reimbursables): Reimbursable CLINs will be reimbursed at actual cost, without fee. As such, all profit/fee should be proposed under the basic work for the fixed price CLINs.

NOTE: The government has provided estimates for the Cost Reimbursable CLINs X003 and X004. The estimates are provided to give the contractor a reasonable expectation of what expect each reimbursable effort to be. The "Not-To-Exceed" amounts are based on past experience, provided as a ceiling, and will be funded incrementally. The contractor shall not be reimbursed in excess of these amounts and the amount obligated for each CLIN is subject to the Limitation of Funds clause (FAR 52.232-22). Unless a CLIN or a requirement in the SOW specifically states that it is Cost Reimbursable, it shall be fixed price under CLIN X001.

B.4 FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)

The total firm-fixed price (FFP) of this contract is:

	TOTAL FFP AMOUNT (CLIN X	001)
Base Period	\$3,006,076	
Option Year 1	\$3,819,696	
Option Year 2	\$3,988,740	
Option Year 3	\$4,111,452	
Option Year 4	\$4,259,424	
Total FFP	\$19,185,388	

The Total FFP amount is the base period amount plus any options exercised during the life of the contract.

THE FOLLOWING CLAUSES APPLY TO THE COST REIMBURSABLE CLINs X002 - X004

MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE (Applies to CLIN X002)

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$100,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$24,814,612 for the 5-year period of performance.

B.6 ESTIMATED COST AND FIXED FEE (NASA 1852.216-74) (DEC 1991)(Applies to CLIN X002)

The estimated cost and fixed fee of the contract is the sum of the estimated cost and fixed fee set forth for individual Task Orders issued by the Government pursuant to Part I, Section H, clause entitled "Task Ordering Procedure."

CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLIN X002)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is the amount set forth in each Task Order. This allotment covers the following estimated period of performance as set forth in Task Orders issued by the Contracting Officer.
- (b) An additional amount is obligated under each Task Order for payment of fee.
- (c) The Limitation of Funds Clause FAR 52.232-22 (APR 1984) applies at the Task Order level.

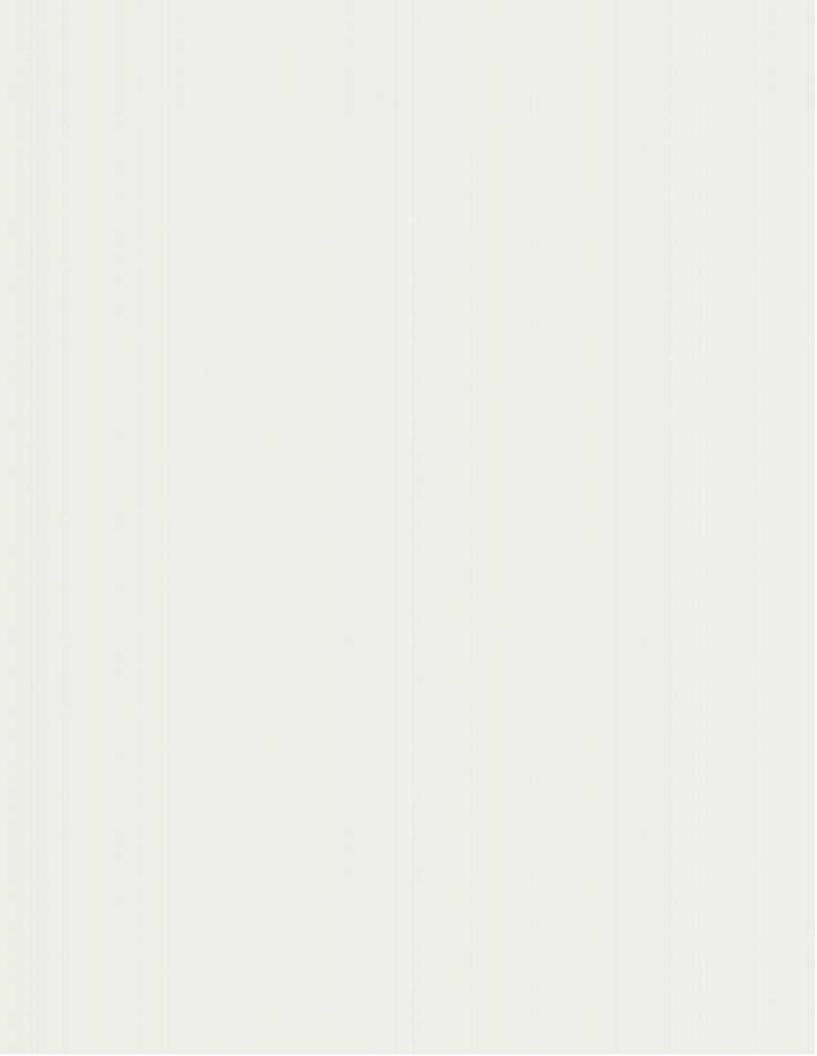
B.8 CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLINs X003 and X004)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is for the following amounts and these allotments cover the following estimated period of performance.

	CLIN	*Funding Summary Estimated Cost	**Estimated Period of Performance
Base Year	0003	\$70,000	Through November 30, 2005
	0004	TBD	TBD
Option 1	1003	TBD	TBD
	1004	TBD	TBD
Option 2	2003	TBD	ŤBD
	2004	TBD	TBD
Option 3	3003	TBD	TBD
	3004	TBD	TBD
Option 4	4003	TBD	TBD
	4004	TBD	TBD

^{*} Represents the estimated cost subject to FAR 52.232-22 entitled "Limitation of Funds" and NFS 1852.232-81 entitled "Contract Funding"

^{**} Represents the period of performance it is estimated the allotted funds will cover



(b) No additional amount is obligated under this contract for payment of fee.

ESTIMATED COST (NASA 1852.216-81) (DEC 1988) (Applies to CLINs X003 & X004)

The total estimated cost for complete performance of CLINs X003 and X004 is the amount listed in The Schedule. See FAR clause 52.216-11, Cost Contract-No Fee, of this contract.

SCHEDULE OF RATES FOR PRICING TASK ORDERS UNDER CLIN X002

(a) The following is a list of labor categories and their associated Fully-Loaded Hourly Labor Rates anticipated to be required in performance of task orders issued in accordance with the contract. As there will be no management or administrative task order issued, the Fully-Loaded Hourly Labor Rates shall include all costs both indirect and direct, **excluding fee**. These rates are to be used by the Contractor for establishing the estimated value for each individual task order issued.

Note: "Fully Loaded Hourly Labor Rate" includes salary plus an allocation of costs for overhead, general and administrative (G&A), escalation for option years, and any other direct and indirect costs in accordance with the Contractor's established accounting procedures. Examples of other costs include, but are not limited to, leave, fringe benefits, management, administration, purchasing, facility expense. For the purpose of this schedule of rates for this contract, the "Fully-Loaded Hourly Labor Rates" shall not include profit or fee as fee will be negotiated for each task order.

- (b) The Government will issue cost-plus-fixed-fee task orders using the Fully-Loaded Labor Rates (excluding fee) for the appropriate labor category(ies) multiplied by the number of labor hours negotiated. The Contractor may propose subcontracting costs, materials, travel and other items and services to be included on individual task orders, if needed and determined reasonable, in direct support of the task. All proposed costs must be supported in writing and will be evaluated for reasonableness by the Government.
- (c) Notwithstanding the provisions of the clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the fully-loaded labor rates specified below or the actual rates, whichever are less, for each of the Contractor's fiscal years applicable to this contract. Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.
- (d) The Contractor may incur costs under CLIN X002 only in performance of task orders and task order modifications. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(e) On occasion, expertise may be required at a labor rate higher than the schedule of rates set forth above. The Contractor shall provide rationale for use of a higher rate and receive the approval of the Contracting Officer.

	-		Fully-Lo	aded Labo	r Rates	lates		
	Unit	Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4		
Program Manager						10014		
Deputy Program Manager								
Project Manager								
Curriculum Manager								
Analyst								
						-		
Course Manager PEM/PSM								
Course Manager PGM/IPM		1						
Course Manager SEM	Hour							
Intern	Hour							
Academic Instructor	Hour							
Sr. Training Specialist	Hour							
Admin Assistant I	Hour							
Admin Assistant II	Hour							
Admin Assistant III	Hour							
Meeting/Event Planner	Hour							
Sr. Software Engineer	Hour							
Sr. Midrange Programmer	Hour							
R&D Associate-Specialist	Hour							
Sr. Business Systems Analyst	Hour							
Change Management Specialist								

B.11 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001)

LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)

(a) Of the total price of item 0001 the sum of $\underline{\$2,605,951}$ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS						
April 30, 2006	\$400,125					

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for

Contract No. NNL05AA02B Revised Modification 3

Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until July 15, 2006.
- (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
- (3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

PART I – SECTION C STATEMENT OF WORK (SOW)

NASA ACADAMY OF PROGRAM, PROJECT, ENGINEERING LEADERSHIP (APPEL) CAREER DEVELOPMENT AND KNOWLEDGE SHARING SUPPORT SERVICES

1.0 INTRODUCTION AND BACKGROUND

The Academy of Program and Project Leadership (APPL) began in 1987 as the Program and Project Management Initiative (PPMI) in order to promote educational and training resources. PPMI focused on a series of courses to provide a baseline of knowledge for NASA Project Managers who staffed the long-duration programs and projects characteristic of NASA prior to 1992. As NASA evolved, the process of project management required a greater level of formal knowledge for mission success. PMMI now had to provide more than a baseline of knowledge and needed to support the wide variety of Program and Project Management (PPM) competencies. Due to the increased scope of the program, the PPMI was renamed the Academy of Program and Project Management Leadership (APPL) in 1997. In parallel with APPL, the agency conducted training and development activities for engineering practitioners. This was accomplished through the NASA Engineering Training (NET) Program. The NET role was to provide engineering training and tools to assist and enable employees to perform their responsibilities. In 2005, APPL and NET were combined and renamed the NASA Integrated Learning and Development Program (ILDP) then renamed to The Academy of Program, Project, and Engineering Leadership (APPEL) to more closely resemble the previous APPL Program.

APPEL is a research-based organization that serves the NASA's Technical Workforce. This workforce is comprised of PPM, Systems Engineering and Discipline-Engineering practitioner communities. The program provides products and services that manage risk, maximize human capital utilization, foster cost containment, schedule adherence, develop high-performance teams, and promote mission success. APPEL supports individual practitioners, technicians, engineers, project teams, and NASA projects and programs at every phase of development and level of complexity. The program continuously evolves to ensure that the program's activities and offerings reflect the best practices of NASA, industry, academia, and government.

APPEL enables career development through focused, application-based learning and career development services including formal education, performance enhancement, online tools development, and knowledge sharing. The objective is to develop recognized world-class Technical Workforce practitioners in advance of agency need. APPEL specializes in addressing identified learning and performance needs of practitioners, leveraging relations with the "best of the best" practitioners, and creating measurable efficiency thereby contributing significantly to the work force's effectiveness towards achieving mission success. Additional information can be found at the following websites:

APPL Web Site: http://appl.nasa.gov/about/overview/index.html
Knowledge Sharing Web Link: http://appl.nasa.gov/businessunits/knowledge/overview/index.html
Career Development Web Link: http://appl.nasa.gov/businessunits/career/overview/index.html
ASK Magazine Web Link: http://appl.nasa.gov/ask/about/overview/index.html

NET Web Link: http://net.larc.nasa.gov/main.php

2.0 SCOPE OF WORK

APPEL currently has four business units that support the overall program. These are (1) Performance Enhancement, (2) Knowledge Sharing, (3) Career Development, and (4) Research and Development. Management and Operations (M&O) activities are included in each business line. The scope of this contract includes support of the Knowledge Sharing (KS) and Career Development (CD) business units for the PPM community. In addition, the scope of this contract includes the NASA Technical Workforce, which is defined as the community of Program/Project Managers, Systems Engineers and Discipline Engineers. In response to the Agency's merger of APPL and NET, this contract will support the definition, execution, and evolution of knowledge sharing and world-class learning and career development services for the

Technical Workforce. Included in this is the publication of the Academy Sharing Knowledge (ASK) magazine including the expanded target audience for the NASA Technical Workforce and support of the M&O activities across the full scope of this SOW. The scope of this contract will continually evolve in response to revisions made to agency priorities.

3.0 DESCRIPTION OF SERVICES TO BE PERFORMED

3.1 <u>Program Operations Support</u> - The contractor shall provide all personnel, equipment, materials, supervision, and other items and services required to perform the operations and management of the services defined herein under the fixed-price portion of the contract, including the program operations support for the reimbursable line items of the contract. The Government will also have the ability to order work within the general scope but not covered under the firm fixed price portion of the contract. Work will be ordered through the issuance of Task Orders in accordance with the contract terms (See CLIN X002 and SOW Paragraph 4.0) and issued on a Cost-Plus-Fixed Fee (CPFF) Basis.

The contractor shall perform the following requirements:

- 3.1.1 Review, create, evaluate, implement, publish and disseminate those APPEL Technical Workforce CD and KS processes and activities that align with the NASA Mission and that are consistent with standards, policies and guidance for the design/development of curriculum and course objectives for program/project management, project scientist, engineering and program control communities.
- 3.1.2 Design, develop, and deliver course core curriculum based upon the APPEL integrated career development model including the staffing with qualified teaching professionals, course objectives, requirements, training plans, purpose, program objectives, and course assessments/evaluations/metrics.
- 3.1.3 Conduct curriculum/career development meetings (anticipated to be an average of 3 per year) with content experts, measurement personnel, web-services personnel, logistic personnel, APPEL management and representatives, instructors, professional organization representatives for accreditation/continuing educational credits, universities, and other APPEL team members engaged in APPEL Technical Workforce CD activities. The purposes of the meetings are to review, validate, and define where necessary, the full set of integrated elements (competencies, proficiencies, learning objectives, job experiences, and qualifications/certification criteria) comprising the Program/Project Management Development Process (PMDP) and Engineering Development Process (EDP) process. As a minimum, these meetings will result in agency stakeholder certification as to the accuracy and timeliness of APPEL learning and development services as they relate to NASA policy, standards, procedures and overall vision.
- 3.1.4 Host annual stakeholder meetings to review emerging knowledge sharing practices, both cross-cutting and discipline-specific, and to provide outreach to share APPEL's best practices. The meeting shall include collaboration with NASA stakeholders, project teams, NASA Centers, Mission Offices, Office of the Chief Engineer (OCE), other Federal agencies, universities, professional/ research organizations, contractors, non-contractor partners and other interested parties.
- 3.1.5 Participate in and develop presentations on APPEL Technical Workforce CD and KS activities for relevant conferences/forums for professional or research organizations, as well as APPEL domestic and international partners. Historically the contractor has participated in four events per year, and that is the anticipated level of support required for this contract. However, the number of events may fluctuate on an annual basis with an average of 4 per year over the potential 5-year period of performance.
- 3.1.6 Integrate Technical Workforce CD and KS processes, practices, products and services within APPEL and with other NASA and non-NASA educational offerings and CD models (e.g., courses, web-based tools, conferences) and experimental opportunities (e.g., job details, job rotations, fellowships) within the integrated Program/Project Management Development and Engineering Development processes. Collect and provide the required assessments/evaluations/metrics on such activities.

- 3.1.7 IT Distance Learning Support Explore, identify and implement information technology resources for both KS and CD activities to enhance the delivery and management of APPEL services to the Technical Workforce community.
- 3.1.8 Execute, in coordination with the government, the definition, collection, publication and assessment of crosscutting and discipline-specific metrics intended to ensure relevance and efficient utilization of public funds.
- 3.1.9 Execute, in coordination with the government, a Continuous Risk Management process intended to identify, document, track and mitigate risks associated with the execution of the APPEL charter.
 - 3.1.10 Present monthly status reports to APPEL management in a format agreed to by the government.
- 3.1.11 Participate in APPEL-chaired reviews instituted to examine strategic aspects of program definition and execution. It is the intention of the government to convene approximately one review per year. However, the number of events may vary. For planning purposes the contractor should plan on two reviews during the first year of performance with an average of 1 per year over the potential 5-year period of performance.
- 3.2 <u>Integrated and Community-Specific Development Process Services</u> It is the government's intention to have a CD model that fully integrates the needs of the Technical Workforce. However, each community that comprises the Technical Workforce shall be independently and regularly engaged in order to ensure the most complete definition of community requirements. Only once this community-based information has been collected and vetted shall the data be integrated into the APPEL consolidated CD framework. In all cases, the contractor will be able to accurately reverse engineer the consolidated CD framework into those elements that directly support a specific community within the Technical Workforce.

Therefore, the contractor shall engage the Technical Workforce communities, NASA stakeholders, contractor partners, university and professional and research organization partners, and non-NASA partners to maintain and extend each community's CD process and its online version. The contractor shall perform the following requirements:

- 3.2.1 Develop, maintain and deliver to APPEL for configuration baseline, in a form acceptable to the government, integrated and community-specific Competency Matrixes, describing core competencies, proficiencies and objectives integral to successfully performing within a NASA program, project, or discipline activity;
- 3.2.2 Maintain and document the APPEL unified CD model, in a form acceptable to the government, in which career development roadmaps for each community within the Technical Workforce are detailed in terms to include as a minimum: courses, job levels, knowledge sharing activities, and experiences. This shall include identification of competency levels, as well as success and exit criteria and that sequences learning activities and developmental opportunities to acquire and grow core competencies as well as support incremental levels of certification of completion against criteria defined both internally and externally to NASA;
- 3.2.3 Maintain an interactive, ongoing academic curriculum of Technical Workforce courses and learning activities, including, but not limited to, professional recommendation by the American Council on Education (ACE) and those with Project Management Institute (PMI) and The International Council on Systems Engineering INCOSE government provider status. The curriculum shall be available to the Government in electronic form and made available to the Technical Workforce in catalog form.
- 3.2.4 Starting with APPEL products, maintain and further design and develop the core curriculum for APPEL including staffing with qualified teaching professionals, course managers, course objectives, requirements, training plans, purpose and program objectives as well as course assessments/evaluations/metrics.

- 3.2.5 Develop and maintain a listing, know as a Resource Network, of NASA personnel who have depth and/or breadth in specific processes and competencies and knowledge domains to serve as competency Process Advisors (PA's) and Subject Matter Experts (SME's). This listing shall be submitted to the government within 1 business day of the request.
- 3.2.6 Assist PA's and SME's to define, review, revise and validate at least 34 percent of the competencies associated with APPEL CD model per year. Implement a government-approved process to recognize the contributions of NASAPA's and SME's.
 - 3.2.7 Provide Agency-wide CD services for NASA Centers as follows:
- 3.2.7.1 Maintain and extend e-PMDP to address all communities within the APPEL CD model, an online application, to enable the Technical Workforce to access CD information, view development activities and create and manage individual development plans (IDP's) online, integrated with the overall NASA Human Capital Plan approach.
- 3.2.7.2 Work with NASA/APPEL PMDP Demonstration Centers --e.g. Marshall Space Flight Center (MSFC)--as well as non-NASA Demonstration Centers to develop Agency-wide implementation approaches for voluntary/and or mandatory certification. Demonstration Centers are those Centers that have piloted an agency-wide process or product. The result of this effort will be an APPEL CD model fully aligned to internal- and external-agency certification authorities such as the US Office of Management and Budget. It is the intention of the government that certifications be awarded to a member of the Technical Workforce as soon as the criteria have been met. The contractor shall provide opportunities to petition for certification and/or professional recognition as soon as the criteria has been, or could be, satisfied.
 - 3.2.7.3 Assist CD Center Points of Contact to plan and implement APPEL programs and processes.
- 3.2.7.4 Develop Customized CD Guides building on the recently completed state-of-the art examples such as the MSFC PMDP Guide 4.0 and APPL PMDP Guide 6.0
- 3.3 <u>Career Development Services</u> The contractor shall provide specific, clearly-defined CD courses and services linked to the core competencies and used to develop individual and team capabilities and to assist teams, other NASA Centers, and others (e.g., other Government partners, commercial partners, university, and international partners). Types of services include, but are not limited to: development of learning documents, courses, and targeted instructional material; assessments of capabilities; simulations; case studies; process maps; classes, workshops, forums, computer-based training (CBT), and computer-mediated instruction; consulting; and mentoring. Partner with universities to access university experts to explore different learning models/methods to build Technical Workforce expertise.
- 3.3.1 Design and implement within the agency's Technical Workforce communities a standard process/methodology once a year, and in a time frame consistent with the government budget process, to assess learning needs to design and deliver both mandatory and non-mandatory services or modules which continually evolve during the life of the contract. :

Mandatory Services:

- o Introduction to NASA Vision, Mission and Systems I & II
- o Communications & Leadership I & II
- o Risk Management I & II
- o Foundations in Engineering, Systems Engineering & Project Management
- o Intermediate Systems Engineering
- o Intermediate Project Management
- o APPEL CD Model Level-3 content
- o APPEL CD Model Level-4 content
- o Assessment of the Technical Workforce

Non-mandatory Services:

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- Solar Web Courses
- o University Courses
- Department of Defense/Department of Energy Courses
- 3.3.2 Annually assess CD products and services, learning needs, and a service delivery schedule to ensure alignment with individual and team learning needs/competencies within the Technical Workforce.
- 3.3.3 Deliver mandatory courses/learning activities, based on needs assessments to be conducted annually for the Centers and Agency stakeholders, semiannual updates and program/project team requirements. This includes but is not limited to scheduling sessions, securing facilities, identifying instructors, preparing materials, residing with participants thereby ensuring a continually safe environment, and coordinating responses to emergency situations, facilitating and evaluating the sessions.
- 3.3.4 Develop an integrated course/service delivery plan to ensure that service delivery frequency meets NASA's needs. In the plan describe existing or planned CD learning activities, tools, assessments/evaluations/metrics, and other resources to increase Technical Workforce proficiency and describe collaborative relationships for program planning and service delivery with Office of Personnel Management (OPM), Defense Acquisition University (DAU), Learning Management System (LMS), SOLAR, and other learning program and tools providers. Ensure that PPM learning activities and tools meet PMI certification and ACE accreditation requirements. The contractor shall ensure that Systems Engineering learning activities and tools meet INCOSE and ACE accreditation requirements and that Discipline-specific and Safety and Mission Assurance learning activities meet domain-specific accreditation requirements.
- 3.3.5 Establish program design standards and use a consistent approach to Technical Workforce learning activity designs across topics and media (e.g., courses, learning tools, assessments/evaluations/metrics, and learning plans) and publish standards with consistent documentation and measurement approaches for each delivery medium.
- 3.3.6 Coordinate instructors for NASA Headquarters-sponsored APPEL courses and events. This includes, but is not limited to, (1) identifying and selecting instructors; (2) working with NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers), universities, professional and research organizations, other contractors, and non-contractor partners; (3) providing instructor orientation and materials, (4) evaluating instructors and courses and events; and (5) tracking program results/impact.
- 3.4 <u>Knowledge Sharing Services</u> The contractor shall engage domestic and international NASA stakeholders, contractor partners, university, professional and research organization partners, and any other non-NASA partner to explore and support NASA implementation of emerging approaches, techniques and models to share knowledge (e.g. best practices, lessons learned, communities of practitioners with shared interests and experience) within the agency. This includes, but is not limited to, the following:
 - 3.4. Identify and implement innovative ways to share knowledge to build expertise across the Technical Workforce;
 - 3.4.2 Develop strategies and services for Headquarter-, Center- and Project-based KS activities;
- 3.4.3 Assist other NASA Centers to conduct Knowledge Sharing Workshops to enable participants across the Technical Workforce to share best practices and lessons learned. This includes but is not limited to, assistance in designing, conducting and evaluating the programs, pre-registering participants and preparing program materials.
- 3.4.4 Assist in the "Leaders as Teachers & Mentors" (LT&M) program to identify potential project managers, program instructors, project team coaches or mentors, across NASA's Technical Workforce, who are willing to share knowledge, experience and development strategies (i.e., a Center Community of Practice [CoP]) for the CD Model for collaborative work with the Technical Workforce. The contractor shall identify and manage a database used to match

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volunteers with expertise. More information regarding this program can be found at: http://appl.nasa.gov/businessunits/knowledge/programs/KS_LeadTeach.html

- 3.4.5 Co-sponsor the Project Management Challenge and other Center-based KS efforts. This includes the coordination and development of the APPEL informational display and any material pertaining to the display. More information regarding this program can be found at: http://pmchallenge.gsfc.nasa.gov/
- 3.4.6 Broaden the scope, applicability, and functionality of KS products and services across the Technical Technical Workforce communities to meet the demands of the ever-changing environment and NASA programs, policies and procedures in the most efficient and effective way.
- 3.5 <u>Develop Learning and Knowledge Sharing Activities</u> The contractor shall engage NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers) to provide challenging and beneficial learning and knowledge sharing activities for the development of NASA's next generation of the Technical Workforce. The contractor shall:
- 3.5.1 Develop and adapt broadly accepted program/project management, systems engineering and scientific practices for NASA and other federal government organizations including the program/project community, engineering communities, Mission Offices, and Centers.
- 3.5.2 Integrate perspectives and activities to include but not be limited to courses, web-based tools, best practices, lessons learned, and data bases of multiple domestic and international organizational stakeholders, professional and research organizations, universities, and other NASA contract and non-contract partners.
- 3.5.3 Collaborate with NASA subject matter experts, professional organizations (e.g. Project Management Institute), other Government agencies (e.g. Defense Acquisition University), academia, and industry to design, develop, implement, evaluate and measure the impact of innovative ways for the Technical Workforce to learn, build individual and team expertise and capability, and share knowledge, best practices, lessons learned and emerging/developing processes.
- 3.5.4 Design, develop, write, edit, publish and distribute instructional and other learning and knowledge sharing materials and documents for the Technical Workforce community.
- 3.5.6 Link NASA Centers with similar learning and development and knowledge sharing issues together for facilitated work sessions and service development.
- 3.5.7 Increase the diffusion of new ideas, lessons learned and best practices throughout the agency and government via APPEL CD and KS efforts.
- 3.5.8 Participate in and initiate research activities related to learning and knowledge sharing within the program/project community in teams and NASA Centers and with other partners.
- 3.6 <u>Academy Sharing Knowledge (ASK) Magazine Support</u> The contractor shall be responsible for the publication of the ASK Magazine to support performance enhancement services and tools, supporting career development programs, sponsoring knowledge sharing events and publications, and creating opportunities for Technical Workforce collaboration with universities, professional associations, industry partners and other government agencies. The contractor shall:
- 3.6.1 Edit and publish 3-8 issues of ASK Magazine annually; produce 5,000 to 7,000 copies per issue and submit a ready-to-publish online version to the government for porting to a website defined by the government.
- 3.6.2 Annually conduct an average of 2 sessions per year of the Masters Forum of Project Managers for 40-50 participants each to capture and share program and project management best practices and lessons learned. Leverage the

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Masters Forum model to include comparable offerings for the rest of the Technical Workforce, as well as design and implement forums focusing on cross-cutting issues key to the agency. The contractor shall conduct 2 forums each for Program/Project Management, Systems Engineering, Safety and Mission Assurance, and cross-cutting topics for an annual average of 8 offerings. This includes, but is not limited to, program planning, coordination, management, direction, location, speakers, facilities, resources materials, pre-registration and feedback/evaluation. More information regarding this program can be found at: http://appl.nasa.gov/businessunits/knowledge/programs/

- 3.7 <u>Program Enhancement/Improvement Support</u> The contractor shall provide suggestions and recommendations to support and enhance APPEL's present and future service delivery and results metrics using various methods including online surveys, pre-course demographic surveys, pre/post assessments, supervisor assessments, and non-NASA and professional organization recognition. In addition, the contractor shall measure:
 - 3.7.1 The type, amount and nature of services provided to various populations (individuals, teams, Centers, Mission Offices;
 - 3.7.2 The cost of providing each service to the designated population(s):
- 3.7.3 The results and impact of service delivery, including feedback and shifts in knowledge, concepts, behavior and performance of individuals and teams;
- 3.7.4 Improvements in individual and project team capabilities (linked to competency attainment and increases in proficiency);
- 3.7.5 Individual and project team access to information on competencies, desired proficiency levels and options for development;
- 3.7.6 The type, amount and nature of development options and resources available to individuals and project teams (Agency-wide, at NASA Centers, and provided by APPEL);
- 3.7.7 The costs and benefits associated with recommended and alternative approaches to meeting the objectives of APPEL. This shall include analyzing the benefits of this program in relation to the resources expended in meeting the program objectives.
- 3.8 <u>Travel</u> Travel will be cost reimbursable, with no fee, in accordance with CLIN X003, and subject to the Federal Travel Regulation. The contractor shall be required to travel to support meetings, conferences, workshops, classes, and other activities in support of this contract. Contractor required and requested travel shall be submitted in writing to the government and approved by the COTR prior to incurring any costs. The frequency and format of the contractor travel requests will be determined by the COTR.

4.0 TASK ORDER SUPPORT FOR WORK "OVER AND ABOVE" THE FIXED-PRICE PORTION OF THE CONTRACT (CLIN X002)

- 4.1 NASA's APPEL and other similar programs managed by the agency are continually evolving as the needs of the agency change. The government anticipates that during the life of the contract additional requirements, which are within the general scope of this contract but not specifically identified under the fixed price portion of the contract, will be required in support of NASA's mission. To accomplish the additional requirements, the Government may issue task orders in support of NASA Headquarters, NASA Centers and other Government agencies. Although the exact details of the work are not known at this time, potential areas of interest include, but are not limited to:
 - 4.1.1 Support of the Agency's new vision and current mission goals;

- 4.1.2 Latest developments in the industry, the Agency, and the Nation related to the work covered by this contract;
- 4.1.3 Changes in the engineering workforce;
- 4.1.4 New strategies and tools for career development, as well as forums for sharing news, lessons, and practices;
- 4.1.5 New certification requirements, including assessment and performance requirements;
- 4.1.6 Collaborative efforts with other Agencies, academia, and industry;
- 4.1.7 Other similar program changes that are necessary for the agency to meet it's Technical Workforce, Learning, and Training requirements.
- 4.2 This work will be considered "Over and Above Work" and services not covered by CLIN X001. The Contracting Officer will issue task orders in accordance with Special Contract Requirements clauses H.19 and H.20 of this contract. Only the Contracting Officer may issue task orders.

5.0 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

Unless specifically identified to be provided by the Government, the contractor shall furnish all property, equipment, supplies, and materials in support of the contract. The contractor shall have access to the training facilities at Wallops Island and other locations as specified under individual task orders.

6.0 INFORMATION TECHNOLOGY

All computer systems developed under this procurement shall be compatible with NASA platforms, policies and standards (See NPR 2800.1 – Managing Information Technology). Any and all applications, tools, and technologies that are developed under the execution of this contract will become the property of the United States Government.

- 6.1 Web-based Information Management Systems: Web-based information management systems that support on-line learning, registration, tracking, evaluations and assessments include secure (i.e., at a level of protection sufficient to prevent unauthorized access to web material) web-based data entry and report-reading support for evaluation and assessment of individuals, teams, and the Agency's Technical Workforce capabilities. Web-based information management systems that support studies are similar, but do not have to be secure.
- **6.2 Databases:** Databases to be maintained include the APPEL Database and other databases that are implemented over the life of this contract. ILDP quality management effort includes, but is not limited to, documenting requirements for the products of the SSO; developing and maintaining templates for APPEL documents; and developing and maintaining checklists, process flow diagrams, and other process control tools.
- **6.3 Reference Documents:** The information management system for reference documents shall support the preparation, verification, publication, distribution and posting on the web of documents that are meant to serve as a reference to both the learning community and the science community.
- **6.4** Website Development and Maintenance: APPEL Website support includes developing and maintaining the APPEL content, links, web-based libraries, presentations from conferences, and other related requirements as needed to perform the work required by this contract.

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SF 30, BLOCK 14 (CONTINUED):

- A. Reference Part I, Section B, The Schedule. The following changes are hereby made:
- (1) Clause B.1 entitled "SUPPLIES AND/OR SERVICES TO BE FURNISHED" page 2 is hereby deleted in its entirety and replaced with the revised Clause B.1, page 2, attached hereto.
- (2) CLIN 0003 value is changed from \$700,000 to \$200,000 (Net decrease of \$500,000). CLIN 0004 value is changed from \$300,000 to \$800,000 for a total CLIN 0004 value of \$800,000 (Net increase of \$500,000). As a result of the shifting of value from one CLIN to the other, there is no change in overall contract value.
- (3) Allot incremental funding to CLIN 0003 in the amount of \$46,915 and CLIN 0004 in the amount of \$400,000.
- (4) Paragraph B.8 entitled "CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLINs 0003 and 0004)" has been deleted in its entirety and replaced with the following:
- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is for the following amounts and these allotments cover the following estimated period of performance.

	CLIN	*Funding Summary Estimated Cost	**Estimated Period of Performance
Base Year	0003	\$116,915	Through August 31, 2006
	0004	\$400,000	Through August 31, 2006
Option 1	1003	TBD	TBD
	1004	TBD	TBD
Option 2	2003	TBD	TBD
	2004	TBD	TBD
Option 3	3003	TBD	TBD
	3004	TBD	TBD
Option 4	4003	TBD	TBD
	4004	TBD	TBD

^{*} Represents the estimated cost subject to FAR 52.232-22 entitled "Limitation of Funds" and NFS 1852.232-81 entitled "Contract Funding"

(b) No additional amount is obligated under this contract for payment of fee.

^{**} Represents the period of performance it is estimated the allotted funds will cover

Contract NNL05AA02B Modification 4, Page 3 of 3

- (5) Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN 0001) paragraphs (a) and (c) (1) are herby deleted and replaced with the following:
- "(a) Of the total price of item 0001 the sum of \$3,006,076 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALI	OTMENT OF FUNDS
Fully Funded	\$0

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until Aug 31, 2006."
- B. All other terms and conditions remain the same.

		CONTRA	CT FUNDIN	IG SUMMA	RY		
	CLIN	PR Number		Funding By 102 Funded Order)		NASA SAP P.O. # (For Internal Use Only)	
BASIC PERIOD:			0001	0003	0004		
Contract Award	0001	4200107539 (PLIs 1,2,3)	\$1,378,969			NNL05AC93T	
	0003	4200107539 (PLI 4)		\$70,000		NNL05AC95T	
Modification 1		No Change					
Modification 2	0001	4200135751	\$423,023			NNL05AC93T	
Modification 3	0001	4200138097	\$803,959			NNL05AC93T	
Modification 4	0001	4200147466	\$400,125			NNL05AC93T	
	0003	4200134333		\$46,915		NNL05AC95T	
	0004	4200147469			\$400,000	NNL05AC96T	
TOTAL	and the second		\$3,006,076	\$116,915	\$400,000		

PART I – THE SCHEDULE SECTION B

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90) (MAY 1999)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in Part I, Section C, Statement of Work.

BASIC CONTRACT PERIOD OF PERFORMANCE (1 SEPTEMBER 2005 THROUGH 31 AUGUST 2006)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and	(9/1/05 thru 1/31/06)	Ms	Firm-Fixed Price	
	Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	(2/1/06 Thru 8/31/06)	Ms	Firm-Fixed Price	\$3,006,076 Firm-Fixed Price
0002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$5,393,924 MAXIMUM VALUE (Over life of contract)
0003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under	1	Job	Cost, No Fee	\$200,000 (Not-To-Exceed)
	this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)				
0004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work.		Job	Cost, No Fee	\$800,000 (Not-To-Exceed)
	(Cost will be REIMBURSABLE with no fee)				
0005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

			1. CONTRACT I	ID CODE	OMB A	of PAGE(S)
AMENDMENT OF SOLICITAT	TION/MODIFICATION OF	CONTRACT	-1		1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 09/01/06	4. REQUISITION/PURCH See Block 12	IASÉ REQ. NO.			and the transmission
ISSUED BY	CODE	7. ADMINISTERED BY (I	other than Item 6) CODE			
National Aeronautics and Space Langley Research Center, David Hampton, VA 23681-2199						
. NAME AND ADDRESS OF CONTRACTOR (No	. Street, County, State and ZIP: Code)		(4) 9A. A	MENDMENT	OF SOLICITATIO	N NO.
ASRC Management Services 3900 C Street, STE - 802 Anchorage, AK 99503-3596			9B. D.	ATED (SEE I	TEM 11)	**************************************
			1 1		ON OF CONTRAC	T/ORDER NO.
Attention: Sam Swenson			x	NL05AA		
ODE 3B3H1	FACILITY CODE			DATED (SEE	•	
11	THIS ITEM ONLY APPLIES TO	AMENDMENTS O		igust 12,	2005	
(4) A. THIS CHANGE ORDER IS ISSUED 3. THE ABOVE NUMBERED CONTRA	TITEM APPLIES ONLY TO MO ODIFIES THE CONTRACT/OR PURSUANT TO: (Specify authority) THE CHI	EDER NO. AS DESC ANGES SET FORTH IN ITEM	RIBED IN ITEM 14 ARE MADE IN THE	CONTRACT		
IN ITEM 14, PURSUANT TO THE AI C: THIS SUPPLEMENTAL AGREEMEN	OTHORITY OF FAR 43,103(b). NT IS ENTERED INTO PURSUANT TO AUTHO	DRITY OF:				
D. OTHER Specify type of modification	and authority)	·				
X FAR 52.217-9 Option to E	Extend the Term of the Contract	and FAR 43.103(a)	(3)	والمستاب المتعاربة		foimulaisee ii een oo oo oo
. IMPORTANT: Contractor is r	not, is required to sign this doc					
The purpose of this modification \$1,514,614. See page 2.		-		•	n the amoun	t of
	(cor	ntinued)				
xcept at provided herein, all terms and conditions	of the document referenced in Item 9A or 10A,	as heretofore changed, remain				
			EAU, CONTRA			
		BY RIVER STATES OF	F AMERICA E. Nulea Gignature of Contracting	Office		DATE SIGNED /2 8 /06

Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN 1001) paragraphs (a) and (c) (1) are herby deleted and replaced with the following:

"(a) Of the total price of item 1001 the sum of \$1,514,614 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 1001				
November 2006	\$900,082			
February 2007	\$900,000			
June 20087	\$505,000			
Total:	\$2,305,082			

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **January 23, 2007**."

B. All other terms and conditions remain the same.

CONTRACT FUNDING SUMMARY								
	CLIN	PR Number	Total Funding By CLIN (CLIN X002 Funded by Task Order)			NASA SAP P.O. # (For Internal Use Only)		
BASIC PERIOD:			0001	0003	0004			
Contract Award	0001	4200107539 (PLIs 1,2,3)	\$1,378,969			NNL05AC93T		
	0003	4200107539 (PLI 4)		\$70,000		NNL05AC95T		
Modification 1		No Change						
Modification 2	0001	4200135751	\$423,023			NNL05AC93T		
Modification 3	0001	4200138097	\$803,959			NNL05AC93T		
Modification 4	0001	4200147466	\$400,125			NNL05AC93T		
	0003	4200134333		\$46,915		NNL05AC95T		
	0004	4200147469			\$400,000	NNL05AC96T		
Subtotal Base Period:			\$3,006,076	\$116,915	\$400,000			
Option Period:			1001	1003	1004			
Modification 5	1001	4200170838	\$881,614	\$0	\$0	NNL05AC93T		
		4200173277	660,000	0	0			
Subtotal Option Period:			\$1,514,614	\$0	\$0			
Total Contract Value			\$4,547,690	\$116,915	\$400,000			

The following paragraphs apply to CLIN x004, Miscellaneous Services/Supplies:

- 1. <u>CLIN x004 Clarification</u>: The purpose of CLIN x004 is to procure those services or supplies not otherwise provided under CLINs x001 thru x003. As it is not possible to describe every conceivable "miscellaneous" cost allowable under CLIN x004, the contractor shall obtain authorization from the contracting officer for all costs pertinent to CLIN x004 <u>prior to</u> incurring such costs. Accordingly, the contractor shall follow the procedures below.
- 2. <u>CLIN x004 Procedures</u>: Thirty (30) days prior to the next period, the contractor shall submit a quarterly estimate and supporting cost detail for CLIN x004 expenditures. As a minimum, the quarterly estimate shall include the following information:
 - a. Explain the purpose for the supply and/or service being proposed;
 - b. Identify the pertinent task order if applicable;
 - c. Explain why costs are not included under a specific task order;
 - d. Include a complete and detailed cost element break-out of all costs proposed under CLIN x004. The cost break-out shall include copies of quotes for any services and supplies procured from subcontractors. Include an explanation of the extent of competition for supplies or services exceeding \$2,500. If no such competition sought, explain.
 - e. The quarterly estimate may include a single line item for "miscellaneous" items of no more than \$1,000 for unanticipated costs.
- 3. <u>COTR Review</u>: The COTR will review all proposed supplies/services to verify such costs are within scope of the contract, not covered elsewhere under the contract (e.g. CLIN x001) and comment on the necessity and reasonableness of the proposed cost.
- 4. <u>Authorization</u>: The contractor shall identify a unique "authorization #" on each quarterly estimate and include a signature and date block for the contracting officer's signature. Once the parties complete negotiations of the quarterly estimate, the contracting officer will complete the signature block and return a copy to the contractor to authorize the quarterly cost estimate at the not-to-exceed negotiated cost. The contractor is not authorized to incur costs related to the quarterly estimate until it obtains authorization from the contracting officer. The contractor shall submit a supplemental estimate for the contracting officer's authorization for any single miscellaneous cost or cumulative miscellaneous costs which exceed the \$1,000 miscellaneous cost line item included in the quarterly estimate.
- 5. <u>Invoicing and Payment</u>: The contractor shall identify the applicable authorization # on each invoice submitted for cost reimbursement under CLIN x004. Only costs pertinent to the specific authorization # are allowable under the invoice. Costs not specifically authorized by the contracting officer will not be paid.

And the state of t	TON/MODIFICATION OF	CONTRACT	1. CONT	RACT ID CODE	PAGE 1	OF PAGE(S)
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE See block 16c	4. REQUISITION/PURCH See Block 12			5. PROJECT NO. (
ISSUED BY	CODE	7. ADMINISTERED BY (I	f other than Iten	(6)	CODE	
National Aeronautics and Space Langley Research Center, David Hampton, VA 23681-2199						
NAME AND ADDRESS OF CONTRACTOR (No.	Street, County, State and ZIP: Code)	<u> </u>	(4)	9A. AMENDME	ENT OF SOLICITATION	NO.
ASRC Management Services 3900 C Street, STE - 802 Anchorage, AK 99503-3596				9B. DATE Ö (Si	EE ITEM 11)	·
-				10A. MODIFIC	ATION OF CONTRACT	ORDER NO.
Attention: Sam Swenson			x	NNL05A		
DE 3B3H1	FACILITY CODE			10B. DATED (S	•	
11 1	THIS ITEM ONLY APPLIES T	O AMENDMENTS O	E SOLICIT	August 1	2, 2005	- (
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1				es in paving office		
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D. OTHER Specify type of modification at X FAR 43.103(a)(3) IMPORTANT: Contractor is not Description of AMENDMENT/MODIFICATION See page 2.	TIS ENTERED INTO PURSUANT TO AUTH and authority) ot, Sis required to sign this doc ON (Organized by UCF section headings, inc.) (COI	cument and return _1_ cument _1_ cument and return _1_ cument and	copies to the ct matter where	issuing office feasible.)	effect.	c.) SET FORTH
D. OTHER Specify type of modification at X FAR 43.103(a)(3) IMPORTANT: Contractor is not Description of AMENDMENT/MODIFICATION See page 2.	TIS ENTERED INTO PURSUANT TO AUTH and authority) ot, Sis required to sign this doc ON (Organized by UCF section headings, inc.) (COI	cument and return _1_ cument and return _1_ cument and return _1_ cultuding solicitation/contract subjectives.	s unchanged and	issuing office feasible.)	effect. Type or print) IG OFFICER 16C. 0	DATE SIGNED

Contract NNL05AA02B Modification 6, Page 2 of 2

This no-cost modification incorporates the following course cancellation rates as follows:

Cancellation notice prior to start of course:	Cancellation Fee
15 business days or greater	\$0.00
14-12 business days	15% of course cost
11-6 business days	20% of course cost
5 – 0 business days	30% of course cost

When invoicing for cancellation fees, the contractor shall <u>separately</u> and <u>clearly</u> identify each cancellation fee and include the following information for each cancellation fee:

course name

- · date of course
- course price
- date contractor was notified of cancellation
- course cancellation rate used to calculate cancellation fee (from table above)
- cancellation fee amount

The contracting officer may reject any invoice containing cancellation fees if the above information is omitted.

The cancellation terms herein become effective 30 calendar days from the effective date of this modification.

All other terms and conditions remain the same.

			I1 com	RACT ID CODE		3 Approval 2700-0042
AMENDMENT OF COLVOTAR	701/40D		1. com	KACT ID CODE	PAGE	OF PAGE (S
AMENDMENT OF SOLICITAT		CONTRACT				9
2. AMENDMENT/MODIFICATION NO. 7	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQ. NO.		5. PROJECT	NO. (If applicable)
6. ISSUED BY	See Block 16C	See Block 12		i	Not A	pplicable
National Aeronautics and Space	Administration	7. ADMINISTERED BY (If of	her than Item	6)	CODE	
Langley Research Center	7 tummsu ation					
9A Langley Blvd., Bldg. 1195B.	, M/S 126					
Hampton, VA 23681-2199						
POC: David O. Garner 757-	864-2784					
. NAME AND ADDRESS OF CONTRACTOR (No.	Street, County, State and ZIP: Code)		(4)	9A. AMENDMENT	OF SOLICITA	TION NO.
ASRC Management Services						
3900 C Street, STE - 802				98. DATED (SEE	ITEM 11)	
Anchorage, AK 99503-3596						
Telephone: (201) 027 0041			X	10A. MODIFICATI	ON OF CONTR	ACT/ORDER NO.
Telephone: (301) 837-9041			1 1	NNL05AA0	2B	
			1 }	10B. DATED (SEE	ITEM 13)	
ODE 3B3H1	FACILITY CODE		1	August 12,	•	
11.	THIS ITEM ONLY APPLIES TO	AMENDMENTS OF S	OLICITA		2003	
A. THIS CHANGE ORDER IS ISSUED I B. THE ABOVE NUMBERED CONTRAI IN ITEM 14, PURSUANT TO THE AL	ITEM APPLIES ONLY TO MOI DDIFIES THE CONTRACT/ORI PURSUANT TO: (Specify authority) THE CH/ CT/ORDER IS MODIFIED TO REFLECT THE / JTHORITY OF FAR 43.103(b).	DER NO. AS DESCRIE ANGES SET FORTH IN ITEM 14 A ADMINISTRATIVE CHANGES (SUI	RE MADE IN	TEM 14.		
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except at provided herein, all terms and conditions of SA, NAME AND TITLE OF SIGNER (Type or prin		as heretofore changed, remains un				
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inonzed to	15C. DATE SIGNED 12/19/06	BY (Signal	E. 7	Today acting Officer)		C. DATE SIGNED 12/19/2
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- A. Reference the Task Cover Page, Optional Form (OF) 347:
 - (i) Block 17(f): The following changes are hereby made to the Contract Funding Summary table:

			CONTRACT FUNDING SUM				
				Tot	NASA SAP P.O. #		
				(CLIN X0	02 Funded by Task	Order)	(For Internal Use Only)
	Action Description	CLIN	PR Number	1	3	4	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
Contract Awaru	& 0003.	0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Iodification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T
		0001	4200147466	400,125			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003	0003	4200134333		46,915		NNL05AC95T
	& 0004	0004	4200147469			400,000	NNL05AC96T
			subtotal Base period:	\$ 3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:							
Iodification 5	Exercise Option 1 & add funds to	1001	4200170838	881,614	-	-	NNL05AC93T
Tourneation 3	CLIN 1001.	1001	4200173277	660,000	-	-	NINLUJAC93 I
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	Add work to CLIN 1004: APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
			subtotal total Option 1 :	\$ 1,541,614	\$ -	\$ -	
		G	rand total: Base + Option 1:	\$ 4,547,690	\$ 116,915	\$ 400,000	

B. The following subtasks are hereby incorporated into CLIN 1004 by this modification; the applicable statements of work (SOW) are provided as Attachments 1 thru 3:

```
APPEL on-a-stick $4,388 SOW Attachment 1
Round Table Mtg
Catalog printing 20,256 SOW Attachment 2
10,615 SOW Attachment 3
$35,260 (rounded)
```

- C. **NOTE**: The following corrections are hereby made to contract modification # 5:
 - 1. Reference page 2, paragraph "(a)" (pertaining to Clause B.11): **replace**: "...the sum of \$1,5**14**,614 is presently available..." **with**: "...the sum of \$1,5**41**,614 is presently available..."
 - 2. A numerical transposition error is hereby corrected as follows:

Reference the "Contract Funding Summary" table on page 2 of mod 5. The sum contained in the row titled: "Subtotal Option Period" and column "0001" is changed from "\$1,514,614" to read: "\$1,541,614."

D. All other terms and conditions of this task order remain unchanged.

APPEL Task Order Statement of Work

Task Order Number: CLIN 1004 (NNL05AC96T)

1. <u>Task Order Title:</u> APPEL on-a-stick - Distribution of 1gig flash drives to APPEL PM&SE participants.

2. Purpose, Objective, and Background of Work to be Performed:

APPEL offers many courses to the Centers that aim to guide Program/Project Managers and System Engineers to the path of excellence as they progress throughout their careers at NASA. The Project Management and Systems Engineering Course is a three-week program that is intended for personnel that have recently entered a project, system engineering, or supervisory position. This course is designed to enhance proficiency in applying PM and SE discipline processes and practices over project life cycle. Participants will increase their expertise in Defining and Implementing System Projects and Managing and Leading Project and Technical Teams thus increasing the overall effectiveness of the NASA workforce.

A major focal point of this course is the utilization of two of NASA's NPR documents: NASA Space Flight Program and Project Management Requirements (7120) and NASA Systems Engineering Processes and Requirements (7123). These documents provide NASA Project Managers and Engineers with the guidelines they will use throughout their career. Each participant will be given a 1gig flash drive with a copy of the 7120 and 7123 along with other important PM and SE tools saved to its memory. These job aids will be crucial in allowing them to have quick reference to these and other documents and tools they will use throughout the entirety of their projects and careers at NASA. Providing APPEL course participants with such tools will remind NASA Project Managers and Engineers of the importance of using the NPR documents.

3. Description of the Work to be Performed:

The contractor shall perform the following task requirements:

- A. Flash Drive Preparation: Each flash drive to have the APPEL logo with text on the right side to be printed in black, max imprint, on front, center of each USB.
- B. Flash Drive Distribution: The completed order of the flash drives will be shipped to ASRC.
- C. The contractor shall upload the 7120 and 7123 document files onto each flash drive and other important PM and SE tools prior to distribution.

4. <u>Deliverables:</u>

- Deliverable 1: Flash drive preparation with the information described in para. 3C above uploaded.
- Deliverable 2: Receipt of flash drive shipment at ASRC.
- Deliverable 3: Distribution of Flash drives to participants.

5. Government Furnished Items:

• The government will provide personnel to support course logistics, which includes, but is not limited to distribution of the flash drives to the PM&SE course participants.

6. Other information needed for performance of task:

7. <u>Period of Performance:</u>

From date of award of task order through August 31, 2007.

8. NASA Task Monitor (TM):

Name: Roger C. Forsgren NASA Headquarters Office of the Chief Engineer 300 E. Street SW Washington DC 20546-0001

Phone: 202-358-0859 Fax: 202-358-3296

Roger.c.forsgren@nasa.gov

Task Order Number: CLIN 1004 (NNL05AC96T)

1. <u>Task Order Title:</u> NASA-APPEL All-Hands Meeting (Round Table)

2. Purpose, Objective, and Background of Work to be Performed:

For the past nine months, The Academy of Program, Project and Engineering Leadership (APPEL) team has been concentrated on designing, developing and implementing a comprehensive career development program for the project management and engineering communities. NASA's strength and ability to carry out its new unifying Vision for Space Exploration increasingly depends on the development of its technical and program/project management workforce. A primary objective of this two-day meeting is to provide an update to the APPEL Director as he prepares for his briefing to the NASA Administrator on December 12, 2006. A secondary objective if this All-Hands meeting is to review current NASA/APPEL processes and procedures, identify areas that need improvement and agree on solutions to strengthen these areas. A third objective is to develop a practical strategy and implementation plan for how to quickly and effectively advertise and communicate this new curriculum.

3. Description of the Work to be Performed:

The contractor shall perform the following task requirements:

- 1. Provide review and status report on Curriculum:
 - Foundation Program
 - PM/SE Program
 - Advanced PM/SE Programs
 - Executive Development Series
 - Knowledge-Sharing Initiative
- 2. Review and Tighten NASA/APPEL Procedures and Processes
 - Cancellation Policy
 - Course Cancellation Process
 - Travel Requests
 - Mapping of NASA/APPEL Funding Process your role in process
 - Lead-time and Planning
- 3. Brainstorm and Recommend Solutions
- 4. Evaluate and Determine next steps by Senior Management

4. Deliverables:

- Deliverable 1: Clarification of NASA/APPEL funding process
- Deliverable 2. Understanding of course cancellation process and policy

• Deliverable 3. Proposed solutions and recommendations for improving processes and operations

5. Government Furnished Items

The government will provide a meeting room at the location specified. Two break-out rooms will also be provided. Each meeting room shall be equipped with at least one LCD projector, projection screen, flip charts or white boards, and markers.

6. Other information needed for performance of task:

7. **Period of Performance:**

The period of performance shall be from the date of task issuance through 30 September 2007.

8. NASA Task Monitor (TM):

Name: Roger C. Forsgren

Deputy Director APPEL Business Management

NASA Headquarters

Office of the Chief Engineer

300 E. Street SW

Washington DC 20546-0001

Phone: 202-358-0859 Fax: 202-358-3296 Cell: 301-741-3662

APPEL Task Order Statement of Work

Task Order Number: CLIN 1004 (NNL05AC96T)

1. <u>Task Order Title:</u> Printing and distribution of the 2007 APPEL Course Catalog.

2. Purpose, Objective, and Background of Work to be Performed:

APPEL offers many cours es to the Centers that aim to guide Program /Project Managers and System Engineers to the p ath of excellence as they progress throughout their careers at NASA. The APPEL Course Catalogue is intended as a roadmap for professional dev elopment. The APPEL Curriculum lies at the heart of APPEL's approach to building project management and engineering capability at NASA. APPEL offers a mature curriculum that employs state-of-theart methodologies based on leading empirical research and the latest devel opments in the aerospace and knowledge management industry. The aim of the curriculum is to enable each and every member of NASA's technical workforce to develop both the technical skills and the leadership abilities necessary to respond with speed and vision to a constantly changing landscape. A new overall curriculum structure for NASA APPEL has been developed that will help us meet this vision and provide a defined path for project managers and engineers to progress.

The printing and distribution of the 2007 A PPEL Course Catalog will enable NASA PM's and SE's at the Centers to have a hands on tool and reference to APPEL's course offerings. The catalog enables prospective students to read about the courses and deter mine what course best fits the desired development needed to achieve success in NASA's missions.

3. <u>Description of the Work to be Performed:</u>

The contractor shall perform the following task requirements:

- Print 2,200 copies of the 2007 Course Catalog.
- Distribute 200 copies to each Center and 200 to the PM Challenge.

3. Deliverables:

• Deliverable 1: Printed copies of the 2007 Course Catalog.

4. Government Furnished Items:

• The government will receive and distribute the catalogs among the training offices and prospective participants in the Project Management and Systems Engineering arena.

6. <u>Other information needed for performance of task:</u>

7. <u>Period of Performance:</u>

Printing and distribution to be completed prior to 1 February 2007.

8

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8. NASA Task Monitor (TM):

Name: Roger C. Forsgren NASA Headquarters Office of the Chief Engineer 300 E. Street SW Washington DC 20546-0001 Phone: 202-358-0859

Fax: 202-358-3296

Roger.c.forsgren@nasa.gov

							/al 2700-0042
			1. CONTR	ACT ID COD	E 1	PAGE OF	PAGE (S
AMENDMENT OF SOLICITAT	ION/MODIFICATION OF	CONTRACT					2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCH	ASE REQ. NO.	1	5. PRO.	JECT NO. (# a)	pplicable)
8	See Block 16C	See Block 12		R i	No.	ot Applica	ıble
t. ISSUED BY	CODE	7. ADMINISTERED BY (If	other than Item 6	i)	COE	DE [
National Aeronautics and Space	Administration						
Langley Research Center	M/C 107						
9A Langley Blvd., Bldg. 1195B, Hampton, VA 23681-2199	M/S 126						
POC: David O. Garner 757-	064 2704						
8. NAME AND ADDRESS OF CONTRACTOR (No.			T (0) 1	DA ANCHON	ENT OF DO	ICITATION N	
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Anchorage, AK 99503-3596				O. DATED (3CC (1CM 11)		
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Telephone: (301) 837-9041			^			, OITH 1401701	VDEIV IVO.
receptione. (301) 637-3041				NNL0\$A	A02B		
			-	OB. STEE	APP OFFICE		
CODE 3B3H1	FACILITY CODE				12,		
11. 1	THIS ITEM ONLY APPLIES TO	O AMENDMENTS OF	SOLICITA	TIONS	121		
The above numbered solicitation is am				is exten	Г	s not extende	-
virtue of this amendment you desire to chang to the solicitation and this amendment, and is 12. ACCOUNTING AND APPROPRIATION DATA (Not Applicable.	s received prior to the opening hour and	l data specified.			- Coogram o	- Total make	
	ITEM APPLIES ONLY TO MO DDIFIES THE CONTRACT/OR				S,		
	PURSUANT TO: (Specify authority) THE CH				ACT ORDER	NO. IN ITEM 1	0A.
	CT/ORDER IS MODIFIED TO REFLECT THE						
IN ITEM 14, PURSUANT TO THE AU	THORITY OF FAR 43.103(b).	ADMINISTRATIVE CHANGES (such as changes	in paying on	се, арргорпас	ion date, etc.)	SELFURIH
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSUANT TO AUTH	ORITY OF:					
D. OTHER (Specify type of modification	and authority)						
X 1852.232-77 LIMITAT	ΓΙΟΝ OF FUNDS (FIXED-	PRICE CONTRAC	T) (MAR	CH 1989)		
E. IMPORTANT: Contractor is no				W.	egestaki e (iliji)		
14. DESCRIPTION OF AMENDMENT/MODIFICATI					_		
	territoria de la constanta de	rading dominations contract subject	A matter where re	asibro.y			
The purpose of this modificati							
dollars obligated for CLIN 10							unt
for CLIN x001 is changed from	m \$4,547,690 to \$5,447,690	D. NOTE: Funds of	of \$900,00	0 will be	e added	via	
NNL05AC93T.							
Except at provided herein, all terms and conditions of	f the document referenced in Item 9A or 10A,	as heretofore changed, remains	unchanged and i	n full force an	d effect.		
15A. NAME AND TITLE OF SIGNER (Type or print		16A. NAME AND TITLE OF)	
		LIONEL E. NA	DEAU JR.				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA		/	16C. DAT	TE SIGNED
× .		of sund	E. Ma	Ream	6	1/05/2	2007
(Signature of person authorized to s			gnature of Contra	cting Officer)	//	2.1	
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	Simpar			W.F	rescribed by	GSA FAR (48	GFR) 53.243

A. Reference the Task Cover Page, Optional Form (OF) 347:

(i) Block 17(f): The following changes are hereby made to the Contract Funding Summary table:

			CONTRACT FUNDING SUM	IMARY			
				Total Funding By CLIN	NASA SAP P.O. #		
	Action Description	CLIN	PR Number	1	02 Funded by Task 3	4	(For Internal Use Only)
BASIC PERIOD:							
Contract Award	Award and funding for CLINs 0001	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
Contract Award	& 0003.	0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T
		0001	4200147466	400,125			NNL05AC93T
Modification 4	Add funding for CLINs 0001,0003	0003	4200134333		46,915		NNL05AC95T
	& 0004	0004	4200147469			400,000	NNL05AC96T
		:	subtotal Base period:	\$ 3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to	1001	4200170838	881,614	·	-	NNL05AC93T
Wiodification 5	CLIN 1001.	1001	420173277	660,000	-	-	NNL03AC331
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	Add work to CLIN 1004: APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T
			subtotal total Option 1:	\$ 2,441,614	\$ -	\$ -	
		G	rand total: Base + Option 1:	\$ 5,447,690	\$ 116,915	\$ 400,000	

- A. Reference contract clause B.11. Subparagraphs (a) and (c)(1) are revised as follows:
- B.11 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001)
- (a) Of the total price of item 1001 the sum of ¹\$2,441,614 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

*SCHEDULE FOR AL	LOTMENT OF FUNDS
CLIN 1001	² TBD

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until ³August 2007."

NOTES:

- 1. CLIN 1001 total FFP amount is \$3,819,696 (per Mod 3, see table on page 2). Thus, an unfunded balance of \$1,378,082 remains to be funded.
- 2. Due to the continuing resolution, it is not possible as of the date of this modification to accurately estimate the next allotment of funds.
- 3. Based on monthly invoice rate of \$318,308 as per Mod 3 Schedule (page 3).

			1. CONT	RACT ID CODE	PAGE	OF PAGE
AMENDMENT OF SOLICITATION	ON/MODIFICATION OF	CONTRACT				1 ·
. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURG	WASE DEC. NO.	-		6
9	See Block 16C	See Block 12			5. PROJECT NO.	
ISSUED BY	CODE	7. ADMINISTERED BY	-	2.61	Not App	licable
National Aeronautics and Space A	dministration		(ii oiilei tilaii Neii	, 0,	CODE	
Langley Research Center 9A Langley Blvd., Bldg. 1195B, M	E/O 104					
Hampton, VA 23681-2199	1/5 126					
POC: David O. Garner 757-86	4-2784					
NAME AND ADDRESS OF CONTRACTOR (No. Str	eet, County, State and ZIP: Code)		(4)	9A. AMENDMEN	F OF SOLICITATION	N NO
			1.7		. O. GOLIGITATIO	4140.
ASRC Management Services						
3900 C Street, STE - 802				9B. DATED (SEE	ITEM 11)	
Anchorage, AK 99503-3596						
Telephone: (301) 837-9041			X	10A. MODIFICATI	ON OF CONTRACT	T/ORDER NO.
1 eleptione. (301) 837-9041				NNL05AA0	2B	
				10B. DATED (SEE	ITEM 13)	
DE 3B3H1	FACILITY CODE			August 12,	2005	
11. TH	IS ITEM ONLY APPLIES T	O AMENDMENTS O	F SOLICITA	ATIONS		
fers must acknowledge receipt of this amenda By completing Items 8 and 15, and returning	One (1) copy of the amendment: (b	I By acknowledging regain	4 - 6 Alaia			bmitted: or
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Except at provided herein, all terms and conditions of	the document referenced in Item 9A or 10A, as I	neretofore changed, remains unchanged and in full force an	nd effect,
		16A. NAME AND TITLE OF CONTRACTING OFFICER LIONEL E. NADEAU JR.	(Type or print)
	15C. DATE SIGNED	BY (Signature of Contracting Officer)	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	30-10 Computer G	enerated	STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

This modification accomplishes the following: and updates the <u>Contract Funding Summary</u> table merely to add Modification 9 but does not provide additional funds.

- A. Incorporates changes to <u>Contract Funding Summary</u> table (see tables on succeeding pages) as follows:
 - Adds Modification #9 CLIN 1004: no funding change; CLIN 1003: adds \$80,000;
- B. Incorporates Attachment 1 Statement of Work (SOW) for creation of DVDs for the Executive Development Program;
- C. The parties hereby agree that the negotiated price for the DVD creation task (Attachment 1) is **\$167,610.00**;
- D. CLIN 1003 (travel) is hereby increased by \$80,000 to a new total \$196,915. The \$80,000 will be added to NNL0AC95T (not by this modification).
- E. All other terms and conditions remain unchanged.

Contract No. NNL05AA02B Modification 9

	CONTRACT FUNDING SUMMARY									
				Total Funding By CLIN (CLIN X002 Funded by Task Order)			NASA SAP P.O. # (For Internal Use Only)			
	Action Description	CLIN	PR Number	13		4				
BASIC PERIOD:										
Contract Award	Award and funding for CLINs 0001	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T			
Contract Award	& 0003.	0003	4200107539 (PLI 4)		70,000		NNL05AC95T			
Modification 1	Add contract clauses.		Not applicable.							
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T			
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959			NNL05AC93T			
		0001	4200147466	400,125		·	NNL05AC93T			
Modification 4	Add funding for CLINs 0001,0003	0003	4200134333		46,915		NNL05AC95T			
	& 0004	0004	4200147469			400,000	NNL05AC96T			
		,	subtotal Base period:	\$ 3,006,076	\$ 116,915	\$ 400,000				

Contract No. NNL05AA02B Modification 9

CONTRACT FUNDING SUMMARY									
				To	tal Funding By CLIN	J	NASA SAP P.O. #		
				(CLIN X	002 Funded by Task	Order)	(For Internal Use Only)		
	Action Description	CLIN	PR Number	13		4			

Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to	1001	4200170838	881,614	-	-	NNL05AC93T
Wiodification 5	CLIN 1001.	1001	420173277	660,000	-	-	TATABOSTACION
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	Add work to CLIN 1004: APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T
Modification 9	Add work to CLIN 1004; DVD creation for Executive Development Program. Add \$80,000 to CLIN 1003.	1003	4200182805 (PLI 20)		80,000	-	NNL05AC95T
			subtotal total Option 1:	\$ 2,441,614	\$ 80,000	s -	
		(Grand total: Base + Option 1:	\$ 5,447,690	\$ 196,915	\$ 400,000	

CLIN 1004 (funded by NNL05AC96T)

1. <u>Task Order Title:</u> Creation and production of DVDs depicting the art and science of critical decisions in NASA.

2. Purpose, Objective, and Background of Work to be Performed:

The contractor will partner with the NASA project team to create a strategy and deliverables within a methodology capable of stimulating emotional and behavioral change across the organization on an ongoing basis. This methodology will be based on Little Planet's (subcontractor) research-proven techniques to identify and translate stories and their culture into valid educational experiences. The proposed project strategy and methodology will establish a self-sustaining model for observing, practicing and evolving effective leadership practices across the organization. This will be an experience of personal and organizational insight and reflection like none other within NASA. The opportunity to review and analyze mission outcomes decision-by-decision makes visible the seemingly reflexive thought-processes and behaviors of NASA's most experienced managers. This learning experience will engage participants in a manner unlike any other. Participants will be invigorated by the opportunity to actively engage in the experience as teachers, facilitators, explorers and learners. The outcome will be participants with a new-found appreciation for organizational "learning" experiences, and a contagious spread of the initiative's central message. By nature, this curriculum requires a development and delivery medium capable of growth and expansion that is simply not supported by traditional media approaches. This DVD will be used in the Executive Program of APPEL's core curriculum.

3. Description of the Work to be Performed:

The contractor shall perform the following task requirements:

- **A.** Course Preparation: Gather data through interviews and research on defined subject areas to design a storyboard for each topic.
- i. The contractor shall meet with the NASA project team to determine interview and mission subjects and participants.
 - ii. The contractor shall conduct interviews with identified mission project leader(s).
 - iii. The contractor shall conduct mission research as necessary and/or directed by the NASA project team.
 - iv. The contractor shall create a script (including audio and visuals) for each mission scenario and accompanying resource, for approval by the NASA/The contractor oiect team.
- **B.** Course Materials: Create still pictures of NASA stories.
- i. The contractor shall produce still photographs of NASA mission stories (scenarios and resources) as original works, or where possible sourced from NASA image resources.
 - ii. The contractor shall submit all images for approval by the NASA project team.
- iii. The contractor shall integrate approved images in the final production of scenarios and resources.
- **C.** Work with NASA personnel through a defined vetting process to ensure materials are accurate; that they meet agreed-to requirements and that they are strategically aligned with the Agency goals and that they are well packaged.
 - i. The contractor shall establish a process of project materials and milestones approval and check-offs in collaboration with the NASA project team.

4. <u>Deliverables:</u>

- Deliverable 1: Accurate date from interviews that can be used to create storyboards.
- Deliverable 2: Storyboards vetted through NASA APPEL management
- Deliverable 3: A professional DVD created for each of the scenarios

The government retains unlimited rights to all content produced under this task order including the professionally created DVD and contents therein.

5. <u>Government Furnished Items</u>:

- The government will provide a classroom for the course as scheduled in which these DVDs will be used to enhance the Executive Program.
- **Other information needed for performance of task:** Not applicable.

7. <u>Period of Performance:</u>

From date of task order award through August 31, 2007.

8. NASA Task Monitor (TM):

Name: Roger C. Forsgren NASA Headquarters Office of the Chief Engineer 300 E. Street SW

Washington DC 20546-0001 Phone: 202-358-0859

Roger.c.forsgren@nasa.gov

Fax: 202-358-3296

AMENDME	ENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES		
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. RE	QUISITION/PURCHASE REQ. NO.	5. PROJ	1 IECT NO. (If a	2 oplicable)
000010		See Block 16C	Not	Applicable.			
6. ISSUED BY	CODE	LARC	albertelskip og da kriste 1991 k	DMINISTERED BY (If other than Item 6)	CODE	LARC	
9B Lang M/S 126	ngley Research Center ley Blvd., Bldg. 1195 VA 23681-2199		9B M/S	SA/Langley Research Cen Langley Blvd., Bldg. 1 S 126 mpton VA 23681-2199		 	
R NAME AND	ADDRESS OF CONTRACTOR (4)						
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 8900 C STREET, STE-802 ANCHORAGE AK 99503-5963			9	A. AMENDMENT OF SOLICITATION NO. B. DATED (SEE ITEM 11) OA. MODIFICATION OF CONTRACT/ORDER	- NO		
			l^ N	INL05AA02B	NO.		
CODE		FACILITY CODE		0B. DATED (SEE ITEM 11) 09/01/2005			
	Carried to the Carried Control of the Carried	11. THIS ITEM ONLY APPLIES					
	A. THIS CHANGE ORDER IS ISSUED I ORDER NO. IN ITEM 10A.	DIFICATION OF CONTRACTS/ORD PURSUANT TO: (Specify authority)	THE CHAN	DDIFIES THE CONTRACT/ORDER NO. AS DE IGES SET FORTH IN ITEM 14 ARE MADE IN DMINISTRATIVE CHANGES (such as chang Y OF FAR 43.103(b).	THE CONT	RACT	
#1 #1. 1	C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PURSUANT	TO AUTHO	RITY OF:	7.4		
	D. OTHER (Specify type of modification						
<u> </u>	NFS 1852.232-77 Limi	tation of Funds (Fixed-	Price Contract) (March	1989)		
. IMPORTAN		is required to sign this docume			Philipping and the second	7 17	
the purif \$1,3 2,441, mount mount	pose of this modific 78,082.00. The tota 614.00 TO: \$3,821, for CLIN x001 is cha of \$1,378,082.00 wil	ation is to allot 1 dolars obligate 570.00. CLIN 100 nged FROM: \$5,44 1 be added via Ta	incred for 11 is 1 17,690 ask NN	emental funding to CLI CLIN 1001 is hereby conow fully funded. The TO: \$6,825,772. NOT LOSAC93T.	N 1001 hanged total E: Fu	I FROM: obligat unding:	ed
			The state of the state of	bert J. Rice			
15B. CONTRA	ACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNE	ED 16B	(Signature of Christing Officer)	<u>ce</u>	16C. DA	12/07
	The state of post of the state of the sign,	i kanala kanala		(Signature of Captracting Omcer)			

NSN 7540-01-152-8070 Previous edition unusable

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 Contract NNL05AA02B Modification 10 Page 2 of 2

				Tota	l Fundi	ing By CLIN			NASA SAP P.O. #
				(CLIN X00	2 Fund	led by Task C	rder))	(For Internal Use Only)
	Action Description	CLIN	PR Number	x001		x003		x004	
BASIC PERIOD:									
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969					NNL05AC93T
Contract 11ward	0001 & 0003.	0003	4200107539 (PLI 4)			70,000			NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.						
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023					NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,959					NNL05AC93T
		0001	4200147466	400,125					NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333			46,915			NNL05AC95T
	0001,0003 & 0004	0004	4200147469					400,000	NNL05AC96T
			subtotal Base period:	\$ 3,006,076	\$	116,915	\$	400,000	
Option 1 Period:									
Modification 5	Exercise Option 1 & add funds	1001	4200170838	881,614		-		-	NNL05AC93T
Wiodification 5	to CLIN 1001.	1001	420173277	660,000		-		-	NNE03AC/31
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.			-		-	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.			-		-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-		-		NNL05AC93T
	Add DVD creation task to CLIN 1004 and add \$80K to CLIN								
Modification 9	1003.	1003	4200182805 (PLI 20)			80,000			NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,082	-		-		NNL05AC93T
			subtotal total Option 1:	\$ 3,819,696	_	80,000		-	
			Grand total: Base + Option 1:	\$ 6,825,772	\$	196,915	\$	400,000	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					1. CONTRACT ID CODE	F PAGES				
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE	DATE	4 (REQUISITION/PURCHASE REQ. NO.	E DDC	1	3		
000011		07/19/20		٠,,,	REGISTION UNCHASE REG. NO.)5. PRC	JECT NO). (If applicable)		
6. ISSUED BY	CODE	LARC	307	7. ADMINISTERED BY (If other than flom 6) CODE LARC						
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199				NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199						
8. NAME AND	ADDRESS OF CONTRACTOR (No., street	I, county, State and	ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.					
ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963				9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B						
CODE		FACILITY COD)E		10B. DATED (SEE ITEM 11) 09/01/2005					
		11 THIS ITE	4 ONLY APPLIES TO AM	4EN	DMENTS OF SOLICITATIONS					
reference to 12. ACCOUNT	the solicitation and this amendment, and TING AND APPROPRIATION DATA (If req TRACT FUNDING SUMMARY 13. THIS ITEM ONLY APPLIES TO MOI A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A.	is received prior jurined) , Page 3 DIFICATION OF 6 PURSUANT TO: CT/ORDER IS MO	of this Modicontracts/ORDERS. (Specify authority) THE (CONTRACTS/ORDERS)	i f	ication Document MODIFIES THE CONTRACT/ORDER NO. AS DESC ANGES SET FORTH IN ITEM 14 ARE MADE IN TO ADMINISTRATIVE CHANGES (such as changes HTY OF FAR 43.103(b).	RIBED I	N ITEM 1	4.		
х	D. OTHER (Specify type of modification FAR 52.232-22, Limit	ation of			·					
E. IMPORTAN			sign this document and							
The purpal content of	pose of this modific ect a typographical e is hereby DELETED: 2,441,614.00 TO: \$3, ng: The total dolla 614.00 TO: \$3,819,6 rporate the followin 2-77, Limitation of TINUATION PAGE.	ation is error co The to 821,570. rs oblig 96.00. g inform Funds, (to: intained on p tal dollars 00. This de ated for CLI mation omitte Fixed-Price	ol ol IN Co	ge 1 of 2, Modification bligated for CLIN 1001 is eted sentence is replaced 1001 is hereby changed from Modification 10 for mo	10. s he d wi FROM r NF	reby th th : S Cla	changed ne nuse		
15B. CONTRA	ACTOR/OFFEROR		15C. DATE SIGNED	+-	SB. UNITED STATES OF AMERICA ROBERT A. RI	ie	16	C. DATE SIGNED		
	(Signature of person authorized to sign)			L	(Signature of Controlling Officer)			111101		

- A. Reference contract clause B.11. Subparagraphs (a) and (c)(1) are revised as follows as a result of Modification 10:
- B.11 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001)
- (a) Of the total price of item 1001(Option 1) the sum of ¹\$3,819,696 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

*SCHEDULE FOR ALLOTMENT OF FUNDS					
CLIN 1001	² TBD				

- (c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 30, 2007.
- c) Allot incremental funding to CLIN 1003, Option 1, Cost Reimbursable Travel, in the amount of \$31,575.90, in accordance with FAR 52.232-22, Limitations of Funds (APR 1984). The total dollars obligated for CLIN 1003, Option 1, is hereby changed FROM: \$80,000.00 TO: \$111,575.90. The total obligated amount for CLIN x003 is changed FROM: \$196,915.00 TO: \$228,490.90. NOTE: Funding in the amount of \$31,575.90 will be added via Task NNL05AC95T.

All other terms and conditions remain unchanged.

Contract NNL05AA02B Modification 11 Page 3 of 3

				Total Funding By CLIN				NASA SAP P.O. #		
					(CLIN X00	2 Fund	ed by Task O	rder)		(For Internal Use Only)
	Action Description	CLIN	PR Number		x001		x003		x004	
BASIC PERIOD:										
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$	1,378,969					NNL05AC93T
Contract /Iwaru	0001 & 0003.	0003	4200107539 (PLI 4)				70,000			NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.							
Modification 2	Add funding to CLIN 0001.	0001	4200135751		423,023					NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097		803,959					NNL05AC93T
		0001	4200147466		400,125					NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333				46,915			NNL05AC95T
	0001,0003 & 0004	0004	4200147469						400,000	NNL05AC96T
			subtotal Base period:	\$	3,006,076	\$	116,915	\$	400,000	
Option 1 Period:										
Modification 5	Exercise Option 1 & add funds	1001	4200170838		881,614		-		-	NNL05AC93T
Wodification 5	to CLIN 1001.	1001	420173277		660,000		-		-	NNLOSACIST
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.				-		-	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.				-		-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370		900,000	-		-		NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)				80,000			NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259		1,378,082	-		-		NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868				31,576			NNL05AC95T
			subtotal total Option 1:	\$	3,819,696	\$	111,576	\$	-	
			Grand total: Base + Option 1:	\$	6,825,772	\$	228,491	\$	400,000	

AMENDMENT OF SOLICITATION/MODIFIC		1. CONTRACT ID CODE	AGE OF	OF PAGES				
2. AMENDMENT/MODIFICATION NO.	2 FEEFOXILE DATE	1, 550			1	3		
	3. EFFECTIVE DATE	4. REC	QUISITION/PURCHASE REQ. NO.	5. PRO	JECT NO.	(If applicable)		
000012 5. ISSUED BY CODE	See Block 16C LARC	7. ADI	MINISTERED BY (If other than Item 6)	CODE	TARC			
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195 M/S 126 Hampton VA 23681-2199		NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199						
NAME AND ADDRESS OF CONTRACTOR (III			MENDINE DE COLORES DE COLOR	W371 15-00-18				
8. NAME AND ADDRESS OF CONTRACTOR (No., stree ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson	t, county, state and ZIP Code)	(x)	. AMENDMENT OF SOLICITATION NO. DATED (SEE ITEM 11)					
900 C STREET, STE-802								
NCHORAGE AK 99503-5963		NI NI	A. MODIFICATION OF CONTRACT/ORDER N NLO 5AA 0 2 B 3. DATED (SEE ITEM 11)	0.				
CODE	FACILITY CODE	- 1	9/01/2005					
	11. THIS ITEM ONLY APPLIES TO							
CHECK ONE. A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A.	r already submitted, such change may is received prior to the opening hour a puired) Summary, of this modification of contracts/order PURSUANT TO: (Specify authority) Ti	y be made to nd date spin odific RS. IT MOD HE CHANCE	by telegram or letter, provided each telegram or ecified.	CRIBED II	N ITEM 14.			
D. OTHER (Specify type of modification X FAR 52.217-9, Option	and authority)		he Contract (MAR 2000)					
E. IMPORTANT: Contractor is not.	is required to sign this document			office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION	(Organized by UCF section headings,	including s	solicitation/contract subject matter where feasib	ole.)		- A-L		
The purpose of this modific September 2007 through 31 A Operations Support, in the in the amount of \$20,000.00 SEE CONTINUATION PAGE.	ugust 2008) and in amount of \$1,329.5	creme	ntally fund both CLIN	2001,	, Prog	gram		
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	ne document referenced in Item 9A or	16A.	retofore changed, remains unchanged and in fu NAME AND TITLE OF CONTRACTING OFFIC Dert J. Rice					
	15C. DATE SIGNED	16B.	UNITED STATES OF AMERICA (Signature of Contraction Officer)	ce	16C.	DATE SIGNED		

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN 2001) paragraphs (a) and (c) (1) are herby deleted and replaced with the following:

"(a) Of the total price of item 2001 the sum of \$1,329,580 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 2001							
December 2007	\$664,790						
February 2008	\$997,185						
May 2008	\$997,185						
Total:	\$2,659,160						

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **December 31, 2007**."
- B. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

			CONTRACT FUNDING SUMMARY					
				Total Funding By CLIN (CLIN X002 Funded by Task Order)		NASA SAP P.O. # (For Internal Use Only)		
	Action Description	CLIN	PR Number	x001		x003	x004	
BASIC PERIOD:								
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,96	i 9			NNL05AC93T
Contract Awaru	0001 & 0003.	0003	4200107539 (PLI 4)			70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.					
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,02	23			NNL05AC93T
	Add funding to CLIN 0001 and	0001	40012222					NDW 02 : 2025
Modification 3	incorporate "NET".	0001	4200138097	803,95				NNL05AC93T
N. 110 4		0001	4200147466	400,12	2.5			NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333			46,915		NNL05AC95T
	0001,0003 & 0004	0004	4200147469				400,000	
			subtotal Base period:	\$ 3,006,07	6 \$	116,915	\$ 400,000	
Option 1 Period:								
Modification 5	Exercise Option 1 & add funds	1001	4200170838	881,61	4	-	-	NNL05AC93T
Wiodiffedition 5	to CLIN 1001.	1001	420173277	660,00	00	-	-	1111200110931
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.			-	-	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.			_	-	NNL05AC96T
N. 1.6 0		1001	**	202.00				NDH OS A COOT
Modification 8	Add funds to CLIN 1001 Add DVD creation task to CLIN 1004 and add \$80K to CLIN	1001	4200184370	900,00	00	-	-	NNL05AC93T
Modification 9	1004 and add \$60K to CENV 1003.	1003	4200182805 (PLI 20)			80,000		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,08	32	-		NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868	, ,		31,576		NNL05AC95T
			subtotal Option 1 period:	\$3,819,6	96	\$111,576	-	
Option 2 Period:								
•	Everaine Option 2 % add for de	2001	4200215786	1,329,5	80			NNL05AC93T
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2003	4200215786			20,000		NNL05AC95T
			subtotal Option 2 period:	\$ 1,329,58		20,000	\$ -	
		Gr	and total: Base + Option 1+Option 2:	\$ 8,155,35	2 \$	248,491	\$ 400,000	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE PAGE OF PAGES					
O AMENIDME	NTA CONTINUE NO.				1	5			
	NT/MODIFICATION NO.	3. EFFECTIVE DATE	1	EQUISITION/PURCHASE REQ. NO.	5. PROJECT NO	. (If applicable)			
000013 6. ISSUED BY		ODE TARC		: Applicable DMINISTERED BY (If other then tem 6)	CODE TARC				
		LARC	-		TIANC				
9B Lang M/S 126	ngley Research Cen ley Blvd., Bldg. 1 VA 23681-2199		9B M/	SA/Langley Research Cer Langley Blvd., Bldg. 1 S 126 mpton VA 23681-2199					
8. NAME AND	ADDRESS OF CONTRACTOR (No.	., street, county, State and ZIP Code)	(x) [§]	PA. AMENDMENT OF SOLICITATION NO.					
ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963				9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B					
0000			1	IOB. DATED (SEE ITEM 11)					
CODE		FACILITY CODE		09/01/2005					
		11. THIS ITEM ONLY APPLIES	TO AMEND	MENTS OF SOLICITATIONS					
CHECK ONE	A. THIS CHANGE ORDER IS ISSI ORDER NO. IN ITEM 10A.	UED PURSUANT TO: (Specify authority)) THE CHAI	ODIFIES THE CONTRACT/ORDER NO. AS D NGES SET FORTH IN ITEM 14 ARE MADE I ADMINISTRATIVE CHANGES (such as changer of the party of FAR 43.103(b).	N THE CONTRACT				
		EMENT IS ENTERED INTO PURSUANT							
	D. OTHER (Specify type of modifie	cation and authority)							
x	Mutual Agreement								
E. IMPORTAN	100		ent and retur	m1_ copies to the issui	na office.				
				g solicitation/contract subject matter where fe					
Miscell Enginee Constru- to CLIN Miscell	aneous Services/S ring Lessons Lear ction Operations 2003, Cost Reimb aneous Services/S	upplies, for the "C: ned from the Mars I Building Information ursable Travel; pro	reatio Explor n Exch vide a the C	rate a requirement und n and Production of Ca ation Rovers (MER) Pro ange (COBIE)"; provide dditional funding for ontract Funding Summa:	ase Studies oject and t e additiona CLIN 2004,	depicting the l funding			
SEE CON	TINUATION PAGE.								
	N								
Except as pro-	vided herein, all terms and condition	s of the document referenced in Item 9A	or 10A, as h	neretofore changed, remains unchanged and	in full force and effect.				
	ND TITLE OF SIGNER (Type or prin			A. NAME AND TITLE OF CONTRACTING OF					
			Ro	bert J. Rice					
		15C. DATE SIGN	ED 168	3, UNITED STATES OF AMERICA (Signature of Confecting Officer)	Rice 16	C. DATE SIGNED			

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

- A. Incorporates the Statement of Work titled "Creation and Production of Case Studies depicting Engineering Lessons Learned from the Mars Exploration Rovers (MER) Project and the Construction Operations Building Information Exchange (COBIE)" (pages 3 through 4 of this modification document) under Contract CLIN 2004, Miscellaneous Services/Supplies. The parties hereby agree that the negotiated price for this requirement is \$214,500 or cost and for fixed fee).
- B. Additional funding in the amount of \$4,000.00 is hereby provided for CLIN 2003, Cost Reimbursable Travel. This funding will be added via Task NNL05AC95T under PR 4200219875.
- C. Additional funding in the amount of \$17,370.00 is hereby provided for CLIN 2004, Miscellaneous Services/Supplies. This funding will be added via Task NNL05AC96T under PR 4200219257.
- D. All other terms and conditions remain unchanged.

ASRC-MS Contract NNL05AA02B Academy of Program, Project and Engineering Leadership (APPEL)

Title: Creation and Production of Case Studies depicting Engineering Lessons Learned from the Mars Exploration Rovers (MER) Project and the Construction Operations Building Information Exchange (COBIE)

1. Purpose, Objective, and Background of Work to be Performed:

The MER Spirit and Opportunity project continues to operate beyond expected lifetimes. This extended operation provides exciting opportunities to examine and understand science data in the mission as project engineers confront and resolve engineering problems during operations. These lessons learned in the form of causes of the problems, how they were resolved and how this information might be applied to future Mars missions will become alive into the classroom as important elements. COBIE addresses the need to develop data standards for the exchange of building information needed by the facility maintenance and operations communities.

2. Description of the Work to be Performed:

The contractor shall partner with the APPEL project team to create two learning tools (case studies) based on a proven methodology that generates desired behavioral change across the organization on an ongoing basis. The proposed project strategy and methodology shall establish a self-sustaining model for observing, practicing and evolving effective project management competencies and best practices across the organization. Participants shall be invigorated by the opportunity to actively engage in the experience as teachers, facilitators, explorers and learners. The outcome shall be participants with a new-found appreciation for organizational "learning" experiences, and a contagious spread of the initiative's central message. These learning tools shall be used in multiple programs within the APPEL curriculum.:

The contractor shall perform the following task requirements:

- **A.** Course Preparation: Gather data through interviews and research on defined subject areas to design a storyboard for each topic.
 - i. Contractor shall meet with the NASA project team to determine interview and mission subjects and participants.
 - ii. Contractor shall conduct interviews with identified mission project leader(s).
 - iii. Contractor shall conduct mission research as necessary
 - iv. Contractor shall create a script (including audio and visuals) for each mission scenario and accompanying resource.
- **B.** Course Materials: Create still pictures of NASA stories.
 - i. Contractor shall produce still photographs of NASA mission stories (scenarios and resources) as original works, or where possible sourced from NASA image resources.
 - ii. Contractor shall submit all images for approval by the APPEL project team.
 - iii. Contractor shall integrate approved images in the final production of scenarios and resources.

C. Work with NASA personnel through a defined vetting process to ensure materials are accurate; that they meet agreed-to requirements and that they are strategically aligned with the Agency goals and that they are well packaged.

i. Contractor shall establish a process of project materials and milestones approval and check-offs in collaboration with the APPEL project team.

3. Deliverables:

- a. Deliverable 1: Accurate date from interviews that can be used to create storyboards.
- b. Deliverable 2: Storyboards vetted through NASA APPEL management
- c. Deliverable 3: Two professional case studies created for each of the scenarios

NOTE: The government retains unlimited rights to all content produced under this task order including the professionally created case study and contents therein.

4. Government Furnished Items:

The government shall provide a classroom for the course as scheduled in which these two case studies will be used to enhance APPEL programs.

5. Period of Performance:

The period of performance shall be from the date of task issuance through August 31, 2008.

6. NASA Task Monitor (TM):

Name: Roger C. Forsgren NASA Headquarters Office of the Chief Engineer

Office of the Chief Engineer

300 E. Street SW

Washington DC 20546-0001 Phone: 202-358-0859

Fax: 202-358-3296 Roger.C.Forsgren@nasa.gov Contract NNL05AA02B Modification 13 Page 5 of 5

	1		CONTRACT FUNDING SUMMARY	ī			
				To		NASA SAP P.O. #	
				(CLIN X	002 Funded by Task (Order)	(For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,96)		NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,02	3		NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	803,95)		NNL05AC93T
		0001	4200147466	400,12	5		NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		46,915		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			400,000	NNL05AC96T
			subtotal Base period:	\$ 3,006,07	5 \$ 116,915	\$ 400,000	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds	1001	4200170838	881,61		-	NNL05AC93T
	to CLIN 1001.		420173277	660,00	-	-	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		-	-	Not applicable.
Modification 7	on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,00	-	-	NNL05AC93T
M. 1.6. (* 0	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1002	4200182805 (DLT 20)		80,000		NNH OF A COST
Modification 9		1003	4200182805 (PLI 20)	1 270 00	80,000		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,08		-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868 subtotal Option 1 period:	\$3,819,69	31,576 \$111,57 6		NNL05AC95T
			subtotal Option 1 period.	\$3,819,0	5111,570	-	
Option 2 Period:				I	1	1	
	Exercise Option 2 & add funds	2001	4200215786	1,329,5	30		NNL05AC93T
Modification 12	to CLIN 2001 and CLIN 2003	2003	4200215786		20,000		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003, and add	2003	4200219875		4,000		NNL05AC95T
Modification 13	funding to CLIN 2004	2004	4200219257			17,370	NNL05AC96T
1,10diffedion 13	1	2007	subtotal Option 2 period:	\$ 1,329,58	3 \$ 24,000		1111203110701
		Gra	and total: Base + Option 1+Option 2:	\$ 8,155,352		\$ 417,370	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF	PAGES			
2 AMENDMEN	NT/MODIFICATION NO.	3. EFFECTIVE DATE	I A DE	QUISITION/PURCHASE REQ. NO.	Is pp	1 DECT NO	23 (If applicable)		
000014		See Block 16C	1	agoin on the need no.	3.110	JULOT NO.	(ii applicable)		
6. ISSUED BY	CODE	LARC	7. Al	OMINISTERED BY (If other than Item 6)	CODE	LARC			
9B Lang M/S 126	ngley Research Center ley Blvd., Bldg. 1195 VA 23681-2199		NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199						
8. NAME AND	ADDRESS OF CONTRACTOR (No., street	county. State and ZIP Code)	(x) 9	A. AMENDMENT OF SOLICITATION NO.					
ASRC MAN	ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson			B. DATED (SEE ITEM 11)					
3900 C S	STREET, STE-802								
ANCHORAG	GE AK 99503-5963		×	0A. MODIFICATION OF CONTRACT/ORDER NINLO 5 AAO 2 B OB. DATED (SEE ITEM 11)	О.				
CODE		FACILITY CODE	4	09/01/2005					
	······								
The above	numbered solicitation is amended as set fo	11. THIS ITEM ONLY APPLIES TO				is not ex	dondad		
CHECK ONE				MODIFIES THE CONTRACT/ORDER NO. AS DE			14.		
	B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMEN			DMINISTRATIVE CHANGES (such as changes Y OF FAR 43.103(b). RITY OF:	in payin	g office,			
х	D. OTHER (Specify type of modification FAR 52.243-1 CHANGES	PRODUCTION WITCH TWO AND POST	ERNA	TE I) (APR 1984)					
E. IMPORTAN	T: Contractor is not.	is required to sign this document an	nd return	n 1 copies to the issuing	g office.				
14. DESCRIP				solicitation/contract subject matter where feasib	ole.)				
I, Secti Manager; Requirem	ion C, Statemet of Wo: ; and (ii) revise Parments, to increase the sable amounts for CLI	rk to incorporate th t I, Section B, The e firm-fixed price a	sche	ase the description of sequirement for a Partner edule, and Section H, Sponts for CLIN X0001 and to As a result, the follow	hip ecia o de	Outrea 1 Cont	ach tract se the		
SEE CONT	FINUATION PAGE.								
Excent as prov	vided herein, all terms and conditions of th	e document referenced in New OA 40	A ack	eretofore changed, remains unchanged and in fu	ill force	and effect			
	ND TITLE OF SIGNER (Type or print)	o secument referenced in item an or 10		NAME AND TITLE OF CONTRACTING OFFICE					
			Da	vid H. Jones					
15D CONTRA	ACTOR/OFFFDOR	15C. DATE SIGNED	168	. UNITED STATES OF AMERICA		160	D. DATE SIGNED		
		11/6/07	_	David H. Hones		. /	1-7-07		

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- A. Reference Part I, Section B, The Schedule. The following changes are hereby made:
- (1) Clause B.1 entitled "SUPPLIES AND/OR SERVICES TO BE FURNISHED" pages 2-6 are hereby deleted in its entirety and replaced with the revised Clause B.1, pages 4 8, attached hereto.
 - (2) Clause B.3 entitled "CLIN PRICING" paragraph (b) second sentence is revised as follows:
 - "The Minimum Value of \$100,000 and Maximum Value of \$23,747,602 are for the entire life of the contract (base period plus all options exercised)."
- (3) Clause B.4 entitled "FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)" is deleted in its entirety and replaced with the following:

"The total firm-fixed price (FFP) of this contract is:

	TOTAL FFP AMOUNT (CLIN X001)
Base Period	\$3,006,076
Option Year 1	\$3,819,696
Option Year 2	\$4,293,450
Option Year 3	\$4,485,312
Option Year 4	\$4,647,864
Total FFP	\$20,252,398

The Total FFP amount is the base period amount plus any options exercised during the life of the contract."

(4) Clause B.5 entitled "MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY(IDIQ) CONTRACT VALUE (Applies to CLIN X002)" last sentence is revised as follows:

"The total maximum value is \$23,747,602 for the 5-year period of performance."

- (5) Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001) paragraphs (a) and (c) (1) are herby deleted and replaced with the following:
- "(a) Of the total price of item 0001 the sum of \$8,155,352 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS			
November 30, 2007 \$1,000,000			

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until November 30, 2007.
- B. Reference Part I, Section C, Statement of Work (SOW). The SOW (Pages 12 19) is hereby deleted in its entirety and replaced with the revised SOW (Pages 14 through 22) attached hereto.
- C. Reference Part I, Section H, clause H.11 entitled "OPTIONS". Subject clause is hereby deleted in its entirety and replaced with the following:

"H.11 OPTIONS (LaRC 52.217-95) (APR 2002)

Pursuant to the clause entitled "Option to Extend the Term of the Contract (Mar 2000)," the Contractor hereby grants to the Government options to extend the term of the contract for 4 additional periods of 12 months each. Such option(s) are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

	Option 1	Option 2	Option 3	Option 4	
Item	Year 2	Year 3	Year 4	Year 5	
Total FFP Work (CLIN X001)	\$3,819,696	\$4,293,450	\$4,485,312	\$4,647,864	
Total IDIQ Work (CLIN X002)	\$4,780,304	\$4,506,544	\$4,514,690	\$4,552,140	
Cost Reimbursable Travel (CLIN X003)	\$200,000	\$700,000	\$700,000	\$700,000	
Cost Reimbursable (CLIN X004)	\$800,000	\$300,000	\$300,000	\$300,000	
Period of Performance	See Contract Clause Section F entitled "Period of Performance (LaRC				
	52.211-91)"				

D. In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's proposal for the incorporation of the Partnership Outreach Manager requirements, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this change.

E. All other terms and conditions remain the same.

$\frac{\textbf{PART I} - \textbf{THE SCHEDULE}}{\textbf{SECTION B}}$

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90) (MAY 1999)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in Part I, Section C, Statement of Work.

BASIC CONTRACT PERIOD OF PERFORMANCE (1 SEPTEMBER 2005 THROUGH 31 AUGUST 2006)

ITEM	BASIC CONTRACT LERIOD OF LERFORMANCE	(1 021		UNIT	TOTAL
NO.	DESCRIPTION OF SERVICES	QTY	UNIT	PRICE	AMOUNT
0001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the	(9/T/05 thru	Ms	Firm-Fixed Price	MAGENT
	NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	1/31/06) (2/1/06 Thru 8/31/06)	Ms	Firm-Fixed Price	\$3,006,076 Firm-Fixed Price
0002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$5,393,924 MAXIMUM VALUE (Over life of contract)
0003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	\$200,000 (Not-To-Exceed)
0004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$800,000 (Not-To-Exceed)
0005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

OPTION 1 PERIOD OF PERFORMANCE (1 SEPTEMBER 2006 THROUGH 31 AUGUST 2007)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)		Ms	Firm-Fixed Price	\$3,819,696 Firm-Fixed Price
1002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$4,780,304 MAXIMUM VALUE (Over life of contract)
1003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	\$700,000 (Not-To-Exceed)
1004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$300,000 (Not-To-Exceed)
1005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

$\frac{PART\ I-THE\ SCHEDULE}{SECTION\ B}$

OPTION 2 PERIOD OF PERFORMANCE (1 SEPTEMBER 2007 THROUGH 31 AUGUST 2008)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001A	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)		Ms	Firm-Fixed Price	\$664,790 Firm-Fixed Price
2001B	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)		Ms	Firm-Fixed Price	\$3,628,660 Firm-Fixed Price
2002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$4,506,544 MAXIMUM VALUE (Over life of contract)
2003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	\$700,000 (Not-To-Exceed)
2004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$300,000 (Not-To-Exceed)
2005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables	1	Job	Not-Separately Priced	Not-Separately Priced

in support of this contract in such quantities as
required by Contract Section D and J.

$\frac{PART\ I-THE\ SCHEDULE}{SECTION\ B}$

OPTION 3 PERIOD OF PERFORMANCE (1 SEPTEMBER 2008 THROUGH 31 AUGUST 2009)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
NO.	DESCRIPTION OF SERVICES	QII	UNII	FRICE	AMOUNT
3001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)		Ms	Firm-Fixed Price	\$4,485,312 Firm-Fixed Price
3002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$4,514,690 MAXIMUM VALUE (Over life of contract)
3003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
3004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$300,000 (Not-To-Exceed)
3005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

OPTION 4 PERIOD OF PERFORMANCE (1 SEPTEMBER 2009 THROUGH 31 AUGUST 2010)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)		Ms	Firm-Fixed Price	\$4,647,864 Firm-Fixed Price
4002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$4,552,140 MAXIMUM VALUE (Over life of contract)
4003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	\$700,000 (Not-To-Exceed)
4004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$300,000 (Not-To-Exceed)
4005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

B.2 NUMBERING OF CONTRACT LINE ITEMS NUMBERS (CLINs)

Contract Line Item Numbers (CLINs) change in the 1st digit for each contract period (base period plus four options). For example, the base period CLIN for Program Operations Support is <u>0</u>001, Option Period 1 is <u>1</u>001, Option Period 2 is <u>2</u>001, and so on. Instead of repeating a whole series of numbers throughout the contract, the Government will refer to certain CLINs with an "X" as the first digit. For example, when the Government refers to "Reimbursable Travel", we will simply refer to CLIN X003.

B.3 CLIN PRICING

- (a) CLIN X001 (Firm Fixed Price-Program Operations Support): For the CLINs under X001, list a fixed price monthly amount to perform services in accordance with the APPEL Statement of Work (SOW), then multiply by 12 months to derive the total amount. The Government reserves the right to order less than 12 months or one year of services for the fixed price CLINs. If less than 12 months is awarded, the price will be reduced by $1/12^{th}$ for each month of service not awarded. The contractor's total amount for CLIN X001 will include support of the estimated amount of all reimbursable CLINs. Any change to the Firm Fixed Price amount may result in a corresponding increase or decrease to the maximum value of reimbursable CLINs (X002 X004) to stay within the maximum value of the contract of \$49,000,000.
- (b) CLIN X002 (Task Order Support): Task Orders placed in accordance with the contract terms will be separately priced and ordered in accordance with contract clauses B.10 and H.19. The Minimum value of \$100,000 and Maximum Value of \$23,747,602 are for the entire life of the contract (base period plus all options exercised). Task Orders will be priced in accordance with the in accordance with the rate schedule identified in Paragraph B.10 entitled "SCHEDULE OF RATES FOR PRICING TASK ORDERS UNDER CLIN X002".
- (c) CLINs X003 through X004 (Reimbursables): Reimbursable CLINs will be reimbursed at actual cost, without fee. As such, all profit/fee should be proposed under the basic work for the fixed price CLINs.

NOTE: The government has provided estimates for the Cost Reimbursable CLINs X003 and X004. The estimates are provided to give the contractor a reasonable expectation of what expect each reimbursable effort to be. The "Not-To-Exceed" amounts are based on past experience, provided as a ceiling, and will be funded incrementally. The contractor shall not be reimbursed in excess of these amounts and the amount obligated for each CLIN is subject to the Limitation of Funds clause (FAR 52.232-22). Unless a CLIN or a requirement in the SOW specifically states that it is Cost Reimbursable, it shall be fixed price under CLIN X001.

B.4 FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)

The total firm-fixed price (FFP) of this contract is:

	TOTAL FFP AMOUNT (CLIN X001)
Base Period	\$3,006,076
Option Year 1	\$3,819,696
Option Year 2	\$4,293,450
Option Year 3	\$4,485,312
Option Year 4	\$4,647,864
Total FFP	\$20,252,398

The Total FFP amount is the base period amount plus any options exercised during the life of the contract.

THE FOLLOWING CLAUSES APPLY TO THE COST REIMBURSABLE CLINS X002 - X004

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE (Applies to CLIN X002)

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$100,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$23,747,602 for the 5-year period of performance.

B.6 ESTIMATED COST AND FIXED FEE (NASA 1852.216-74) (DEC 1991)(Applies to CLIN X002)

The estimated cost and fixed fee of the contract is the sum of the estimated cost and fixed fee set forth for individual Task Orders issued by the Government pursuant to Part I, Section H, clause entitled "Task Ordering Procedure."

B.7 CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLIN X002)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is the amount set forth in each Task Order. This allotment covers the following estimated period of performance as set forth in Task Orders issued by the Contracting Officer.
- (b) An additional amount is obligated under each Task Order for payment of fee.
- (c) The Limitation of Funds Clause FAR 52.232-22 (APR 1984) applies at the Task Order level.

B.8 CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLINs X003 and X004)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is for the following amounts and these allotments cover the following estimated period of performance.

		*Funding Summary	**Estimated Period of
	CLIN	Estimated Cost	Performance
Base Year	0003	\$116,915	Through August 31, 2006
	0004	\$400,000	Through August 31, 2007
Option 1	1003	\$111,576	Through August 31, 2007
	1004	0	
Option 2	2003	\$24,000	Through December 31, 2007
	2004	\$17,370	Through December 31, 2007
Option 3	3003	TBD	TBD
	3004	TBD	TBD
Option 4	4003	TBD	TBD
	4004	TBD	TBD

^{*} Represents the estimated cost subject to FAR 52.232-22 entitled "Limitation of Funds" and NFS 1852.232-81 entitled "Contract Funding"

(b) No additional amount is obligated under this contract for payment of fee.

^{**} Represents the period of performance it is estimated the allotted funds will cover

B.9 ESTIMATED COST (NASA 1852.216-81) (DEC 1988) (Applies to CLINs X003 & X004)

The total estimated cost for complete performance of CLINs X003 and X004 is the amount listed in The Schedule. See FAR clause 52.216-11, Cost Contract--No Fee, of this contract.

B.10 SCHEDULE OF RATES FOR PRICING TASK ORDERS UNDER CLIN X002

(a) The following is a list of labor categories and their associated Fully-Loaded Hourly Labor Rates anticipated to be required in performance of task orders issued in accordance with the contract. As there will be no management or administrative task order issued, the Fully-Loaded Hourly Labor Rates shall include all costs both indirect and direct, **excluding fee**. These rates are to be used by the Contractor for establishing the estimated value for each individual task order issued.

<u>Note:</u> "Fully Loaded Hourly Labor Rate" includes salary plus an allocation of costs for overhead, general and administrative (G&A), escalation for option years, and any other direct and indirect costs in accordance with the Contractor's established accounting procedures. Examples of other costs include, but are not limited to, leave, fringe benefits, management, administration, purchasing, facility expense. For the purpose of this schedule of rates for this contract, the "Fully-Loaded Hourly Labor Rates" shall not include profit or fee as fee will be negotiated for each task order.

- (b) The Government will issue cost-plus-fixed-fee task orders using the Fully-Loaded Labor Rates (excluding fee) for the appropriate labor category(ies) multiplied by the number of labor hours negotiated. The Contractor may propose subcontracting costs, materials, travel and other items and services to be included on individual task orders, if needed and determined reasonable, in direct support of the task. All proposed costs must be supported in writing and will be evaluated for reasonableness by the Government.
- (c) Notwithstanding the provisions of the clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the fully-loaded labor rates specified below or the actual rates, whichever are less, for each of the Contractor's fiscal years applicable to this contract. Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.
- (d) The Contractor may incur costs under CLIN X002 only in performance of task orders and task order modifications. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer

(e) On occasion, expertise may be required at a labor rate higher than the schedule of rates set forth above. The Contractor shall provide rationale for use of a higher rate and receive the approval of the Contracting Officer.

			Fully-Lo	aded Labo	r Rates	
	Unit	Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Program Manager	Hour					
Deputy Program Manager	Hour					
Project Manager	Hour	_				
Curriculum Manager	Hour					
Analyst	Hour					
Technical Editor	Hour					
Course Manager PEM/PSM	Hour					
Course Manager PGM/IPM	Hour					
Course Manager SEM	Hour					
Intern	Hour					
Academic Instructor	Hour					
Sr. Training Specialist	Hour					
Admin Assistant I	Hour					
Admin Assistant II	Hour					
Admin Assistant III	Hour					
Meeting/Event Planner	Hour					
Sr. Software Engineer	Hour					
Sr. Midrange Programmer	Hour					
R&D Associate-Specialist	Hour					
Sr. Business Systems Analyst	Hour					
Change Management Specialist	Hour					
Partnership Outreach Manager	Hour					

B.11 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001)

LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)

(a) Of the total price of item 0001 the sum of \$8,155,352 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS					
November 30, 2007	\$1,000,000				

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of

that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **November 30, 2007**.
- (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
- (3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

PART I – SECTION C STATEMENT OF WORK (SOW)

NASA ACADAMY OF PROGRAM, PROJECT, ENGINEERING LEADERSHIP (APPEL) CAREER DEVELOPMENT AND KNOWLEDGE SHARING SUPPORT SERVICES

1.0 INTRODUCTION AND BACKGROUND

The Academy of Program and Project Leadership (APPL) began in 1987 as the Program and Project Management Initiative (PPMI) in order to promote educational and training resources. PPMI focused on a series of courses to provide a baseline of knowledge for NASA Project Managers who staffed the long-duration programs and projects characteristic of NASA prior to 1992. As NASA evolved, the process of project management required a greater level of formal knowledge for mission success. PMMI now had to provide more than a baseline of knowledge and needed to support the wide variety of Program and Project Management (PPM) competencies. Due to the increased scope of the program, the PPMI was renamed the Academy of Program and Project Management Leadership (APPL) in 1997. In parallel with APPL, the agency conducted training and development activities for engineering practitioners. This was accomplished through the NASA Engineering Training (NET) Program. The NET role was to provide engineering training and tools to assist and enable employees to perform their responsibilities. In 2005, APPL and NET were combined and renamed the NASA Integrated Learning and Development Program (ILDP) then renamed to The Academy of Program, Project, and Engineering Leadership (APPEL) to more closely resemble the previous APPL Program.

APPEL is a research-based organization that serves the NASA's Technical Workforce. This workforce is comprised of PPM, Systems Engineering and Discipline-Engineering practitioner communities. The program provides products and services that manage risk, maximize human capital utilization, foster cost containment, schedule adherence, develop high-performance teams, and promote mission success. APPEL supports individual practitioners, technicians, engineers, project teams, and NASA projects and programs at every phase of development and level of complexity. The program continuously evolves to ensure that the program's activities and offerings reflect the best practices of NASA, industry, academia, and government.

APPEL enables career development through focused, application-based learning and career development services including formal education, performance enhancement, online tools development, and knowledge sharing. The objective is to develop recognized world-class Technical Workforce practitioners in advance of agency need. APPEL specializes in addressing identified learning and performance needs of practitioners, leveraging relations with the "best of the best" practitioners, and creating measurable efficiency thereby contributing significantly to the work force's effectiveness towards achieving mission success. Additional information can be found at the following websites:

APPL Web Site: http://appl.nasa.gov/about/overview/index.html Knowledge Sharing Web Link: http://appl.nasa.gov/businessunits/knowledge/overview/index.html Career Development Web Link: http://appl.nasa.gov/businessunits/career/overview/index.html ASK Magazine Web Link: http://appl.nasa.gov/ask/about/overview/index.html

NET Web Link: http://net.larc.nasa.gov/main.php

2.0 SCOPE OF WORK

APPEL currently has four business units that support the overall program. These are (1) Performance Enhancement, (2) Knowledge Sharing, (3) Career Development, and (4) Research and Development. Management and Operations (M&O) activities are included in each business line. The scope of this contract includes support of the Knowledge Sharing (KS) and Career Development (CD) business units for the PPM community. In addition, the scope of this contract includes the NASA Technical Workforce, which is defined as the community of Program/Project Managers, Systems Engineers and Discipline Engineers. In response to the Agency's merger of APPL and NET, this contract will support the definition, execution, and evolution of knowledge sharing and world-class learning and career development services for the

Technical Workforce. Included in this is the publication of the Academy Sharing Knowledge (ASK) magazine including the expanded target audience for the NASA Technical Workforce and support of the M&O activities across the full scope of this SOW. The scope of this contract will continually evolve in response to revisions made to agency priorities.

3.0 DESCRIPTION OF SERVICES TO BE PERFORMED

3.1 <u>Program Operations Support</u> - The contractor shall provide all personnel, equipment, materials, supervision, and other items and services required to perform the operations and management of the services defined herein under the fixed-price portion of the contract, including the program operations support for the reimbursable line items of the contract. The Government will also have the ability to order work within the general scope but not covered under the firm fixed price portion of the contract. Work will be ordered through the issuance of Task Orders in accordance with the contract terms (See CLIN X002 and SOW Paragraph 4.0) and issued on a Cost-Plus-Fixed Fee (CPFF) Basis.

The contractor shall perform the following requirements:

- 3.1.1 Review, create, evaluate, implement, publish and disseminate those APPEL Technical Workforce CD and KS processes and activities that align with the NASA Mission and that are consistent with standards, policies and guidance for the design/development of curriculum and course objectives for program/project management, project scientist, engineering and program control communities.
- 3.1.2 Design, develop, and deliver course core curriculum based upon the APPEL integrated career development model including the staffing with qualified teaching professionals, course objectives, requirements, training plans, purpose, program objectives, and course assessments/evaluations/metrics.
- 3.1.3 Conduct curriculum/career development meetings (anticipated to be an average of 3 per year) with content experts, measurement personnel, web-services personnel, logistic personnel, APPEL management and representatives, instructors, professional organization representatives for accreditation/continuing educational credits, universities, and other APPEL team members engaged in APPEL Technical Workforce CD activities. The purposes of the meetings are to review, validate, and define where necessary, the full set of integrated elements (competencies, proficiencies, learning objectives, job experiences, and qualifications/certification criteria) comprising the Program/Project Management Development Process (PMDP) and Engineering Development Process (EDP) process. As a minimum, these meetings will result in agency stakeholder certification as to the accuracy and timeliness of APPEL learning and development services as they relate to NASA policy, standards, procedures and overall vision.
- 3.1.4 Host annual stakeholder meetings to review emerging knowledge sharing practices, both cross-cutting and discipline-specific, and to provide outreach to share APPEL's best practices. The meeting shall include collaboration with NASA stakeholders, project teams, NASA Centers, Mission Offices, Office of the Chief Engineer (OCE), other Federal agencies, universities, professional/ research organizations, contractors, non-contractor partners and other interested parties.
- 3.1.5 Participate in and develop presentations on APPEL Technical Workforce CD and KS activities for relevant conferences/forums for professional or research organizations, as well as APPEL domestic and international partners. Historically the contractor has participated in four events per year, and that is the anticipated level of support required for this contract. However, the number of events may fluctuate on an annual basis with an average of 4 per year over the potential 5-year period of performance.
- 3.1.6 Integrate Technical Workforce CD and KS processes, practices, products and services within APPEL and with other NASA and non-NASA educational offerings and CD models (e.g., courses, web-based tools, conferences) and experimental opportunities (e.g., job details, job rotations, fellowships) within the integrated Program/Project Management Development and Engineering Development processes. Collect and provide the required assessments/evaluations/metrics on such activities.

- 3.1.7 IT Distance Learning Support Explore, identify and implement information technology resources for both KS and CD activities to enhance the delivery and management of APPEL services to the Technical Workforce community.
- 3.1.8 Execute, in coordination with the government, the definition, collection, publication and assessment of crosscutting and discipline-specific metrics intended to ensure relevance and efficient utilization of public funds.
- 3.1.9 Execute, in coordination with the government, a Continuous Risk Management process intended to identify, document, track and mitigate risks associated with the execution of the APPEL charter.
 - 3.1.10 Present monthly status reports to APPEL management in a format agreed to by the government.
- 3.1.11 Participate in APPEL-chaired reviews instituted to examine strategic aspects of program definition and execution. It is the intention of the government to convene approximately one review per year. However, the number of events may vary. For planning purposes the contractor should plan on two reviews during the first year of performance with an average of 1 per year over the potential 5-year period of performance.
- 3.1.12 Align the APPEL program with academia and industry to ensure that NASA employees continue to receive the best training available. The contractor shall receive written direction from the APPEL Director and/or COTR on a weekly/monthly basis in the performance of these duties. These duties shall include, but are not limited to, (1) providing consulting services to the APPEL Director concerning the direction of the APPEL curriculum and providing comparisons to outside training programs in academia and other organizations, (2) working closely with universities throughout the United States to develop compatibility and alignment between the APPEL program and courses taught in academia, (3) working with selected universities to develop academic credits for APPEL coursework and the incorporation of APPEL coursework into accredited university degree programs, (4) acting as the APPEL outreach executive to academia and other training organizations, which shall include developing an expert exchange program between NASA and these other organizations, (5) developing and administering a student challenge symposium and conference conducted annually to compete in providing project management and systems engineering development solutions that are briefed to senior NASA Executives; (6) hosting forums as required whereby NASA can engage the university leadership community to collaborate in meeting our complementary missions in supporting the next generation of engineers and scientists to enable the Vision of Space Exploration, (7) facilitating workshops, training and developmental opportunities, as required, which provide an environment to openly pursue innovative concepts for selected participants, (8) providing Graduate research student internships to facilitate direct student participation in PM/Senior Executive research, (9) providing technical support to the APPEL Business Management and Operations team for the development of key documents in support of University Programs as required, (10) participating in bi-weekly APPEL Senior Management Council (SMC) meetings, (11) providing technical support in the development and delivery of PowerPoint presentations to NASA Centers, APPEL Management, industry and academic partners as required by the APPEL COTR and/or APPEL Director, (12) providing Monthly Status Reports (MSRs) reflecting accomplishments, planned activities, travel requests, and request for assistances, which shall be submitted on the last Friday of the month to the APPEL COTR, (13) developing Project Plans per initiative for review and approval by APPEL Management as required in accordance with the approved schedule.
- **3.2** <u>Integrated and Community-Specific Development Process Services</u> It is the government's intention to have a CD model that fully integrates the needs of the Technical Workforce. However, each community that comprises the Technical Workforce shall be independently and regularly engaged in order to ensure the most complete definition of community requirements. Only once this community-based information has been collected and vetted shall the data be integrated into the APPEL consolidated CD framework. In all cases, the contractor will be able to accurately reverse engineer the consolidated CD framework into those elements that directly support a specific community within the Technical Workforce.

Therefore, the contractor shall engage the Technical Workforce communities, NASA stakeholders, contractor partners, university and professional and research organization partners, and non-NASA partners to maintain and extend each community's CD process and its online version. The contractor shall perform the following requirements:

- 3.2.1 Develop, maintain and deliver to APPEL for configuration baseline, in a form acceptable to the government, integrated and community-specific Competency Matrixes, describing core competencies, proficiencies and objectives integral to successfully performing within a NASA program, project, or discipline activity;
- 3.2.2 Maintain and document the APPEL unified CD model, in a form acceptable to the government, in which career development roadmaps for each community within the Technical Workforce are detailed in terms to include as a minimum: courses, job levels, knowledge sharing activities, and experiences. This shall include identification of competency levels, as well as success and exit criteria and that sequences learning activities and developmental opportunities to acquire and grow core competencies as well as support incremental levels of certification of completion against criteria defined both internally and externally to NASA;
- 3.2.3 Maintain an interactive, ongoing academic curriculum of Technical Workforce courses and learning activities, including, but not limited to, professional recommendation by the American Council on Education (ACE) and those with Project Management Institute (PMI) and The International Council on Systems Engineering INCOSE government provider status. The curriculum shall be available to the Government in electronic form and made available to the Technical Workforce in catalog form.
- 3.2.4 Starting with APPEL products, maintain and further design and develop the core curriculum for APPEL including staffing with qualified teaching professionals, course managers, course objectives, requirements, training plans, purpose and program objectives as well as course assessments/evaluations/metrics.
- 3.2.5 Develop and maintain a listing, know as a Resource Network, of NASA personnel who have depth and/or breadth in specific processes and competencies and knowledge domains to serve as competency Process Advisors (PA's) and Subject Matter Experts (SME's). This listing shall be submitted to the government within 1 business day of the request.
- 3.2.6 Assist PA's and SME's to define, review, revise and validate at least 34 percent of the competencies associated with APPEL CD model per year. Implement a government-approved process to recognize the contributions of NASAPA's and SME's.
 - 3.2.7 Provide Agency-wide CD services for NASA Centers as follows:
- 3.2.7.1 Maintain and extend e-PMDP to address all communities within the APPEL CD model, an online application, to enable the Technical Workforce to access CD information, view development activities and create and manage individual development plans (IDP's) online, integrated with the overall NASA Human Capital Plan approach.
- 3.2.7.2 Work with NASA/APPEL PMDP Demonstration Centers --e.g. Marshall Space Flight Center (MSFC)--as well as non-NASA Demonstration Centers to develop Agency-wide implementation approaches for voluntary/and or mandatory certification. Demonstration Centers are those Centers that have piloted an agency-wide process or product. The result of this effort will be an APPEL CD model fully aligned to internal- and external-agency certification authorities such as the US Office of Management and Budget. It is the intention of the government that certifications be awarded to a member of the Technical Workforce as soon as the criteria have been met. The contractor shall provide opportunities to petition for certification and/or professional recognition as soon as the criteria has been, or could be, satisfied.
 - 3.2.7.3 Assist CD Center Points of Contact to plan and implement APPEL programs and processes.

- 3.2.7.4 Develop Customized CD Guides building on the recently completed state-of-the art examples such as the MSFC PMDP Guide 4.0 and APPL PMDP Guide 6.0
- **3.3** Career Development Services The contractor shall provide specific, clearly-defined CD courses and services linked to the core competencies and used to develop individual and team capabilities and to assist teams, other NASA Centers, and others (e.g., other Government partners, commercial partners, university, and international partners). Types of services include, but are not limited to: development of learning documents, courses, and targeted instructional material; assessments of capabilities; simulations; case studies; process maps; classes, workshops, forums, computer-based training (CBT), and computer-mediated instruction; consulting; and mentoring. Partner with universities to access university experts to explore different learning models/methods to build Technical Workforce expertise.
- 3.3.1 Design and implement within the agency's Technical Workforce communities a standard process/methodology once a year, and in a time frame consistent with the government budget process, to assess learning needs to design and deliver both mandatory and non-mandatory services or modules which continually evolve during the life of the contract. :

Mandatory Services:

- Introduction to NASA Vision, Mission and Systems I & II
- o Communications & Leadership I & II
- o Risk Management I & II
- o Foundations in Engineering, Systems Engineering & Project Management
- o Intermediate Systems Engineering
- o Intermediate Project Management
- o APPEL CD Model Level-3 content
- o APPEL CD Model Level-4 content
- Assessment of the Technical Workforce

Non-mandatory Services:

- Solar Web Courses
- University Courses
- o Department of Defense/Department of Energy Courses
- 3.3.2 Annually assess CD products and services, learning needs, and a service delivery schedule to ensure alignment with individual and team learning needs/competencies within the Technical Workforce.
- 3.3.3 Deliver mandatory courses/learning activities, based on needs assessments to be conducted annually for the Centers and Agency stakeholders, semiannual updates and program/project team requirements. This includes but is not limited to scheduling sessions, securing facilities, identifying instructors, preparing materials, residing with participants thereby ensuring a continually safe environment, and coordinating responses to emergency situations, facilitating and evaluating the sessions.
- 3.3.4 Develop an integrated course/service delivery plan to ensure that service delivery frequency meets NASA's needs. In the plan describe existing or planned CD learning activities, tools, assessments/evaluations/metrics, and other resources to increase Technical Workforce proficiency and describe collaborative relationships for program planning and service delivery with Office of Personnel Management (OPM), Defense Acquisition University (DAU), Learning Management System (LMS), SOLAR, and other learning program and tools providers. Ensure that PPM learning activities and tools meet PMI certification and ACE accreditation requirements. The contractor shall ensure that Systems Engineering learning activities and tools meet INCOSE and ACE accreditation requirements and that Discipline-specific and Safety and Mission Assurance learning activities meet domain-specific accreditation requirements.
- 3.3.5 Establish program design standards and use a consistent approach to Technical Workforce learning activity designs across topics and media (e.g., courses, learning tools, assessments/evaluations/metrics, and learning plans) and publish standards with consistent documentation and measurement approaches for each delivery medium.

- 3.3.6 Coordinate instructors for NASA Headquarters-sponsored APPEL courses and events. This includes, but is not limited to, (1) identifying and selecting instructors; (2) working with NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers), universities, professional and research organizations, other contractors, and non-contractor partners; (3) providing instructor orientation and materials, (4) evaluating instructors and courses and events; and (5) tracking program results/impact.
- **3.4** <u>Knowledge Sharing Services</u> The contractor shall engage domestic and international NASA stakeholders, contractor partners, university, professional and research organization partners, and any other non-NASA partner to explore and support NASA implementation of emerging approaches, techniques and models to share knowledge (e.g. best practices, lessons learned, communities of practitioners with shared interests and experience) within the agency. This includes, but is not limited to, the following:
 - 3.4.1 Identify and implement innovative ways to share knowledge to build expertise across the Technical Workforce;
 - 3.4.2 Develop strategies and services for Headquarter-, Center- and Project-based KS activities;
- 3.4.3 Assist other NASA Centers to conduct Knowledge Sharing Workshops to enable participants across the Technical Workforce to share best practices and lessons learned. This includes but is not limited to, assistance in designing, conducting and evaluating the programs, pre-registering participants and preparing program materials.
- 3.4.4 Assist in the "Leaders as Teachers & Mentors" (LT&M) program to identify potential project managers, program instructors, project team coaches or mentors, across NASA's Technical Workforce, who are willing to share knowledge, experience and development strategies (i.e., a Center Community of Practice [CoP]) for the CD Model for collaborative work with the Technical Workforce. The contractor shall identify and manage a database used to match volunteers with expertise. More information regarding this program can be found at: http://appl.nasa.gov/businessunits/knowledge/programs/KS LeadTeach.html
- 3.4.5 Co-sponsor the Project Management Challenge and other Center-based KS efforts. This includes the coordination and development of the APPEL informational display and any material pertaining to the display. More information regarding this program can be found at: http://pmchallenge.gsfc.nasa.gov/
- 3.4.6 Broaden the scope, applicability, and functionality of KS products and services across the Technical Technical Workforce communities to meet the demands of the ever-changing environment and NASA programs, policies and procedures in the most efficient and effective way.
- **3.5 Develop Learning and Knowledge Sharing Activities** The contractor shall engage NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers) to provide challenging and beneficial learning and knowledge sharing activities for the development of NASA's next generation of the Technical Workforce . The contractor shall:
- 3.5.1 Develop and adapt broadly accepted program/project management, systems engineering and scientific practices for NASA and other federal government organizations including the program/project community, engineering communities, Mission Offices, and Centers.
- 3.5.2 Integrate perspectives and activities to include but not be limited to courses, web-based tools, best practices, lessons learned, and data bases of multiple domestic and international organizational stakeholders, professional and research organizations, universities, and other NASA contract and non-contract partners.

- 3.5.3 Collaborate with NASA subject matter experts, professional organizations (e.g. Project Management Institute), other Government agencies (e.g. Defense Acquisition University), academia, and industry to design, develop, implement, evaluate and measure the impact of innovative ways for the Technical Workforce to learn, build individual and team expertise and capability, and share knowledge, best practices, lessons learned and emerging/developing processes.
- 3.5.4 Design, develop, write, edit, publish and distribute instructional and other learning and knowledge sharing materials and documents for the Technical Workforce community.
- 3.5.6 Link NASA Centers with similar learning and development and knowledge sharing issues together for facilitated work sessions and service development.
- 3.5.7 Increase the diffusion of new ideas, lessons learned and best practices throughout the agency and government via APPEL CD and KS efforts.
- 3.5.8 Participate in and initiate research activities related to learning and knowledge sharing within the program/project community in teams and NASA Centers and with other partners.
- **3.6** <u>Academy Sharing Knowledge (ASK) Magazine Support</u> The contractor shall be responsible for the publication of the ASK Magazine to support performance enhancement services and tools, supporting career development programs, sponsoring knowledge sharing events and publications, and creating opportunities for Technical Workforce collaboration with universities, professional associations, industry partners and other government agencies. The contractor shall:
- 3.6.1 Edit and publish 3-8 issues of ASK Magazine annually; produce 5,000 to 7,000 copies per issue and submit a ready-to-publish online version to the government for porting to a website defined by the government.
- 3.6.2 Annually conduct an average of 2 sessions per year of the Masters Forum of Project Managers for 40-50 participants each to capture and share program and project management best practices and lessons learned. Leverage the Masters Forum model to include comparable offerings for the rest of the Technical Workforce, as well as design and implement forums focusing on cross-cutting issues key to the agency. The contractor shall conduct 2 forums each for Program/Project Management, Systems Engineering, Safety and Mission Assurance, and cross-cutting topics for an annual average of 8 offerings. This includes, but is not limited to, program planning, coordination, management, direction, location, speakers, facilities, resources materials, pre-registration and feedback/evaluation. More information regarding this program can be found at: http://appl.nasa.gov/businessunits/knowledge/programs/
- **3.7** <u>Program Enhancement/Improvement Support</u> The contractor shall provide suggestions and recommendations to support and enhance APPEL's present and future service delivery and results metrics using various methods including online surveys, pre-course demographic surveys, pre/post assessments, supervisor assessments, and non-NASA and professional organization recognition. In addition, the contractor shall measure:
 - 3.7.1 The type, amount and nature of services provided to various populations (individuals, teams, Centers, Mission Offices;
 - 3.7.2 The cost of providing each service to the designated population(s);
- 3.7.3 The results and impact of service delivery, including feedback and shifts in knowledge, concepts, behavior and performance of individuals and teams;
- 3.7.4 Improvements in individual and project team capabilities (linked to competency attainment and increases in proficiency);

- 3.7.5 Individual and project team access to information on competencies, desired proficiency levels and options for development;
- 3.7.6 The type, amount and nature of development options and resources available to individuals and project teams (Agency-wide, at NASA Centers, and provided by APPEL);
- 3.7.7 The costs and benefits associated with recommended and alternative approaches to meeting the objectives of APPEL. This shall include analyzing the benefits of this program in relation to the resources expended in meeting the program objectives.
- **3.8** <u>Travel</u> Travel will be cost reimbursable, with no fee, in accordance with CLIN X003, and subject to the Federal Travel Regulation. The contractor shall be required to travel to support meetings, conferences, workshops, classes, and other activities in support of this contract. Contractor required and requested travel shall be submitted in writing to the government and approved by the COTR prior to incurring any costs. The frequency and format of the contractor travel requests will be determined by the COTR.

4.0 TASK ORDER SUPPORT FOR WORK "OVER AND ABOVE" THE FIXED-PRICE PORTION OF THE CONTRACT (CLIN X002)

- 4.1 NASA's APPEL and other similar programs managed by the agency are continually evolving as the needs of the agency change. The government anticipates that during the life of the contract additional requirements, which are within the general scope of this contract but not specifically identified under the fixed price portion of the contract, will be required in support of NASA's mission. To accomplish the additional requirements, the Government may issue task orders in support of NASA Headquarters, NASA Centers and other Government agencies. Although the exact details of the work are not known at this time, potential areas of interest include, but are not limited to:
 - 4.1.1 Support of the Agency's new vision and current mission goals;
 - 4.1.2 Latest developments in the industry, the Agency, and the Nation related to the work covered by this contract;
 - 4.1.3 Changes in the engineering workforce;
 - 4.1.4 New strategies and tools for career development, as well as forums for sharing news, lessons, and practices;
 - 4.1.5 New certification requirements, including assessment and performance requirements;
 - 4.1.6 Collaborative efforts with other Agencies, academia, and industry;
- 4.1.7 Other similar program changes that are necessary for the agency to meet it's Technical Workforce, Learning, and Training requirements.
- 4.2 This work will be considered "Over and Above Work" and services not covered by CLIN X001. The Contracting Officer will issue task orders in accordance with Special Contract Requirements clauses H.19 and H.20 of this contract. Only the Contracting Officer may issue task orders.

5.0 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

Unless specifically identified to be provided by the Government, the contractor shall furnish all property, equipment, supplies, and materials in support of the contract. The contractor shall have access to the training facilities at Wallops Island and other locations as specified under individual task orders.

6.0 INFORMAT ION TECHNOLOGY

All computer systems developed under this procurement shall be compatible with NASA platforms, policies and standards (See NPR 2800.1 – Managing Information Technology). Any and all applications, tools, and technologies that are developed under the execution of this contract will become the property of the United States Government.

- **6.1 Web-based Information Management Systems:** Web-based information management systems that support on-line learning, registration, tracking, evaluations and assessments include secure (i.e., at a level of protection sufficient to prevent unauthorized access to web material) web-based data entry and report-reading support for evaluation and assessment of individuals, teams, and the Agency's Technical Workforce capabilities. Web-based information management systems that support studies are similar, but do not have to be secure.
- **6.2 Databases:** Databases to be maintained include the APPEL Database and other databases that are implemented over the life of this contract. ILDP quality management effort includes, but is not limited to, documenting requirements for the products of the SSO; developing and maintaining templates for APPEL documents; and developing and maintaining checklists, process flow diagrams, and other process control tools.
- **6.3 Reference Documents:** The information management system for reference documents shall support the preparation, verification, publication, distribution and posting on the web of documents that are meant to serve as a reference to both the learning community and the science community.
- **6.4 Website Development and Maintenance:** APPEL Website support includes developing and maintaining the APPEL content, links, web-based libraries, presentations from conferences, and other related requirements as needed to perform the work required by this contract.

Contract NNL05AA02B Modification 14 Page 23 of 23

			CONTRACT FUNDING SUMMARY	Ī				
				Total Funding By CLIN			NASA SAP P.O. #	
					(CLIN X002 Funded by Task Order)		(For Internal Use Only)	
	Action Description	CLIN	PR Number	x001	x003	x004	(1 of Internal ese omy)	
BASIC PERIOD:	recton Description	CLIIV	TX 1 tumber	4001	AUUD	2001		
	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T	
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)	Ψ 1,570,707	70,000		NNL05AC95T	
			1200107005 (1211)		70,000		1111200110701	
Modification 1	Add contract clauses.		Not applicable.					
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T	
	Add funding to CLIN 0001 and							
Modification 3	incorporate "NET".	0001	4200138097	803,959			NNL05AC93T	
		0001	4200147466	400,125			NNL05AC93T	
Modification 4	Add funding for CLINs	0003	4200134333		46,915		NNL05AC95T	
	0001,0003 & 0004	0004	4200147469			400,000	NNL05AC96T	
			subtotal Base period:	\$ 3,006,076	\$ 116,915	\$ 400,000		
Option 1 Period:								
Modification 5	Exercise Option 1 & add funds	1001	4200170838	881,614	-	-	NNL05AC93T	
Wiodiffedition 5	to CLIN 1001.	1001	420173277	660,000	-	-	141203110731	
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		_	_	Not applicable.	
ouiiiouiioii o	on-a-stick; print catalogs, Round	11/11	Tiot application.				riot applicable.	
Modification 7	Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T	
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T	
	Add DVD creation task to CLIN 1004 and add \$80K to CLIN							
Modification 9	1003.	1003	4200182805 (PLI 20)		80,000		NNL05AC95T	
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,082	-	-	NNL05AC93T	
Modification 11	Add funds to CLIN 1003	1003	4200209868		31,576		NNL05AC95T	
			subtotal Option 1 period:	\$3,819,696	\$111,576	-		
Option 2 Period:								
	- · · · · · · · · · · · · · · · · · · ·	2001	4200215786	1,329,580			NNL05AC93T	
Modification 12	Exercise Option 2 & add funds to CLIN 2001 and CLIN 2003	2003	4200215786		20.000		NNL05AC95T	
Wiodification 12	Add MER & COBIE Case	2003	4200213700		20,000		NNE03AC/31	
	Studies DVD to CLIN 2004, add	2002	4200210075		4.000		NINII OF A COST	
	funding to CLIN 2003, and add	2003	4200219875		4,000		NNL05AC95T	
	funding to CLIN 2004							
Modification 13		2004	4200219257			17,370	NNL05AC96T	
	Incorporate position of Partnership Outreach Manager to							
	CLIN 2001, 3001, and 4001							
Modification 14			Not applicable.					
			subtotal Option 2 period:	\$ 1,329,580				
		Gra	and total: Base + Option 1+Option 2:	\$ 8,155,352	\$ 252,491	\$ 417,370		

AMENDME	ENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1. CONTRACT ID CODE PA			AGE OF PAGES		
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO.				11	
000015	The state of the s			Applicable.	5. PROJE	CI NO.	(If applicable)	
6. ISSUED BY	CODE	See Block 16C LARC		MINISTERED BY (If other than Item 6)	CODE			
9B Lang M/S 126	ngley Research Center ley Blvd., Bldg. 1195 VA 23681-2199		NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199					
ASRC MAN Attn: Sa 3900 C S	ADDRESS OF CONTRACTOR (No., street, NAGEMENT SERVICES INC am Swenson STREET, STE-802 SE AK 99503-5963	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNLOSARO2B						
CODE		FACILITY CODE		3. DATED (SEE ITEM 11) 9/01/2005				
		11. THIS ITEM ONLY APPLIES TO A						
separate let THE PLACE virtue of this reference to 12. ACCOUNT	ter or telegram which includes a reference EDESIGNATED FOR THE RECEIPT OF C a mendment you desire to change an offer the solicitation and this amendment, and is TING AND APPROPRIATION DATA (If required by the solicitation and the solicitati	to the solicitation and amendment numb FFERS PRIOR TO THE HOUR AND Di already submitted, such change may be received prior to the opening hour and nired) DIFICATION OF CONTRACTS/ORDER	ers. FAI ATE SPE e made b date spe S. IT MC	DDIFIES THE CONTRACT/ORDER NO. AS DES	BE RECEIN UR OFFER letter make	VED AT R. If by es		
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)								
X	FAR 52.243-1 CHANGES	- FIXED PRICE (ALTE	RNAT	E I) (APR 1984)				
14. DESCRIP		[X] is required to sign this document and Organized by UCF section headings, inc		1 copies to the issuing clicitation/contract subject matter where feasible				
Section Program Support, Support Summary	H, Special Contract R Operations Support an accordingly (ii) pro	equirements, to adjuding increase the reimbounder additional functional functional functions.	ust voursa ding and	Part I, Section B, The values for CLINS 2001A able amount for CLIN 200 for CLIN 2001, Program (iii) update the Contrace hereby made:	nd 20 2, Ta Opera	01B, sk Or tions	rder s	
	vided herein, all terms and conditions of the ND TITLE OF SIGNER (Type or prior)	document referenced in Item 9A or 10A	_	etofore changed, remains unchanged and in full IAME AND TITLE OF CONTRACTING OFFICE				
		[15C, DATE SIGNED		ert J. Rice		160	DATE SIGNED /	
NRIV 7540-01-	452.0070	12/13/07	150	(Signature of Conflicting Officer)	ice	13	2/14/07	

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SF 30, BLOCK 14 (CONTINUED):

- A. Reference Part I, Section B, The Schedule. The following changes are hereby made:
- (1) Clause B.1 entitled "SUPPLIES AND/OR SERVICES TO BE FURNISHED" pages 2-6 are hereby deleted in its entirety and replaced with the revised Clause B.1, pages 4 8, attached hereto.
 - (2) Clause B.3 entitled "CLIN PRICING" paragraph (b) second sentence is revised as follows:
 - "The Minimum Value of \$100,000 and Maximum Value of \$23,808,856 are for the entire life of the contract (base period plus all options exercised)."
- (3) Clause B.4 entitled "FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)" is deleted in its entirety and replaced with the following:

"The total firm-fixed price (FFP) of this contract is:

	TOTAL FFP AMOUNT (CLIN X001)
Base Period	\$3,006,076
Option Year 1	\$3,819,696
Option Year 2	\$4,232,196
Option Year 3	\$4,485,312
Option Year 4	\$4,647,864
Total FFP	\$20,191,144

The Total FFP amount is the base period amount plus any options exercised during the life of the contract."

(4) Clause B.5 entitled "MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY(IDIQ) CONTRACT VALUE (Applies to CLIN X002)" last sentence is revised as follows:

"The total maximum value is \$23,808,856 for the 5-year period of performance."

- (5) Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001) paragraphs (a) and (c) (1) are herby deleted and replaced with the following:
- "(a) Of the total price of item 0001 the sum of \$8,911,555 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS				
February 29, 2008	\$1,000,000			

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until February 29, 2008.
- C. Reference Part I, Section H, clause H.11 entitled "OPTIONS". Subject clause is hereby deleted in its entirety and replaced with the following:

"H.11 OPTIONS (LaRC 52.217-95) (APR 2002)

Pursuant to the clause entitled "Option to Extend the Term of the Contract (Mar 2000)," the Contractor hereby grants to the Government options to extend the term of the contract for 4 additional periods of 12 months each. Such option(s) are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

	Option 1	Option 2	Option 3	Option 4
Item	Year 2	Year 3	Year 4	Year 5
Total FFP Work (CLIN X001)	\$3,819,696	\$4,232,196	\$4,485,312	\$4,647,864
Total IDIQ Work (CLIN X002)	\$4,780,304	\$4,567,798	\$4,514,690	\$4,552,140
Cost Reimbursable Travel (CLIN X003)	\$700,000	\$700,000	\$700,000	\$700,000
Cost Reimbursable (CLIN X004)	\$300,000	\$300,000	\$300,000	\$300,000
Period of Performance	See Contract Clau	se Section F entitle	d "Period of Perfor	mance (LaRC
		52.211-9	91)"	,

- D. In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's proposal for the incorporation of the Partnership Outreach Manager requirements, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this change.
- E. Allot incremental funding to CLIN 2001, Option 2, Program Operations Support, in the amount of \$756,203.00, in accordance with FAR 52.232-22, Limitations of Funds (APR 1984). The total dollars obligated for CLIN 2003, Option 2, is hereby changed FROM: \$1,329,580 TO: \$2,085,783. The total obligated amount for CLIN x001 is changed FROM: \$8,155,352.00 TO: \$8,911,555.00. NOTE: Funding in the amount of \$756,203.00 will be added via Task NNL05AC93T
- F. Allot incremental funding to CLIN 2003, Option 2, Cost Reimbursable Travel, in the amount of \$63,000.00, in accordance with FAR 52.232-22, Limitations of Funds (APR 1984). The total dollars obligated for CLIN 2003, Option 2, is hereby changed FROM: \$24,000.00 TO: \$87,000.00. The total obligated amount for CLIN x003 is changed FROM: \$252,491.00 TO: \$315,491.000. NOTE: Funding in the amount of \$63,000.00 will be added via Task NNL05AC95T.
- G. All other terms and conditions remain the same.

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90) (MAY 1999)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in Part I, Section C, Statement of Work.

BASIC CONTRACT PERIOD OF PERFORMANCE (1 SEPTEMBER 2005 THROUGH 31 AUGUST 2006)

ITEM	DASIC CONTRACT LERIOD OF LERFORMANC			UNIT	TOTAL
NO.	DESCRIPTION OF SERVICES	QTY	UNIT	PRICE	AMOUNT
0001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material,	(9/1/05	Ms	Firm-Fixed	1111200111
	facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	thru 1/31/06) (2/1/06 Thru 8/31/06)	Ms	Price Firm-Fixed Price	\$3,006,076 Firm-Fixed Price
0002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$5,393,924 MAXIMUM VALUE (Over life of contract)
0003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	\$200,000 (Not-To-Exceed)
0004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$800,000 (Not-To-Exceed)
0005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

OPTION 1 PERIOD OF PERFORMANCE (1 SEPTEMBER 2006 THROUGH 31 AUGUST 2007)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)		Ms	Firm-Fixed Price	\$3,819,696 Firm-Fixed Price
1002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$4,780,304 MAXIMUM VALUE (Over life of contract)
1003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
1004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$300,000 (Not-To-Exceed)
1005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

OPTION 2 PERIOD OF PERFORMANCE (1 SEPTEMBER 2007 THROUGH 31 AUGUST 2008)

	OPTION 2 PERIOD OF PERFORMANCE (1.5	DEIX 200			
ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001A	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)		Ms	Firm-Fixed Price	\$1,329,580 Firm-Fixed Price
2001B	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)		Ms	Firm-Fixed Price	\$2,902,616 Firm-Fixed Price
2002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$4,567,798 MAXIMUM VALUE (Over life of contract)
2003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	\$700,000 (Not-To-Exceed)
2004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$300,000 (Not-To-Exceed)
2005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

OPTION 3 PERIOD OF PERFORMANCE (1 SEPTEMBER 2008 THROUGH 31 AUGUST 2009)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
3001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)		Ms	Firm-Fixed Price	\$4,485,312 Firm-Fixed Price
3002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$4,514,690 MAXIMUM VALUE (Over life of contract)
3003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
3004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$300,000 (Not-To-Exceed)
3005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

$\frac{\textbf{PART I} - \textbf{THE SCHEDULE}}{\underline{\textbf{SECTION B}}}$

OPTION 4 PERIOD OF PERFORMANCE (1 SEPTEMBER 2009 THROUGH 31 AUGUST 2010)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)		Ms	Firm-Fixed Price	\$4,647,864 Firm-Fixed Price
4002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$4,552,140 MAXIMUM VALUE (Over life of contract)
4003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
4004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	\$300,000 (Not-To-Exceed)
4005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

B.2 NUMBERING OF CONTRACT LINE ITEMS NUMBERS (CLINs)

Contract Line Item Numbers (CLINs) change in the 1st digit for each contract period (base period plus four options). For example, the base period CLIN for Program Operations Support is <u>0</u>001, Option Period 1 is <u>1</u>001, Option Period 2 is <u>2</u>001, and so on. Instead of repeating a whole series of numbers throughout the contract, the Government will refer to certain CLINs with an "X" as the first digit. For example, when the Government refers to "Reimbursable Travel", we will simply refer to CLIN X003.

B.3 CLIN PRICING

- (a) CLIN X001 (Firm Fixed Price-Program Operations Support): For the CLINs under X001, list a fixed price monthly amount to perform services in accordance with the APPEL Statement of Work (SOW), then multiply by 12 months to derive the total amount. The Government reserves the right to order less than 12 months or one year of services for the fixed price CLINs. If less than 12 months is awarded, the price will be reduced by $1/12^{th}$ for each month of service not awarded. The contractor's total amount for CLIN X001 will include support of the estimated amount of all reimbursable CLINs. Any change to the Firm Fixed Price amount may result in a corresponding increase or decrease to the maximum value of reimbursable CLINs (X002 X004) to stay within the maximum value of the contract of \$49,000,000.
- (b) CLIN X002 (Task Order Support): Task Orders placed in accordance with the contract terms will be separately priced and ordered in accordance with contract clauses B.10 and H.19. The Minimum value of \$100,000 and Maximum Value of \$23,808,856 are for the entire life of the contract (base period plus all options exercised). Task Orders will be priced in accordance with the in accordance with the rate schedule identified in Paragraph B.10 entitled "SCHEDULE OF RATES FOR PRICING TASK ORDERS UNDER CLIN X002".
- (c) CLINs X003 through X004 (Reimbursables): Reimbursable CLINs will be reimbursed at actual cost, without fee. As such, all profit/fee should be proposed under the basic work for the fixed price CLINs.

NOTE: The government has provided estimates for the Cost Reimbursable CLINs X003 and X004. The estimates are provided to give the contractor a reasonable expectation of what expect each reimbursable effort to be. The "Not-To-Exceed" amounts are based on past experience, provided as a ceiling, and will be funded incrementally. The contractor shall not be reimbursed in excess of these amounts and the amount obligated for each CLIN is subject to the Limitation of Funds clause (FAR 52.232-22). Unless a CLIN or a requirement in the SOW specifically states that it is Cost Reimbursable, it shall be fixed price under CLIN X001.

B.4 FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)

The total firm-fixed price (FFP) of this contract is:

	TOTAL FFP AMOUNT (CLIN X001)
Base Period	\$3,006,076
Option Year 1	\$3,819,696
Option Year 2	\$4,232,196
Option Year 3	\$4,485,312
Option Year 4	\$4,647,864
Total FFP	\$20,191,144

The Total FFP amount is the base period amount plus any options exercised during the life of the contract.

THE FOLLOWING CLAUSES APPLY TO THE COST REIMBURSABLE CLINs X002 - X004

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE (Applies to CLIN X002)

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$100,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$23,808,856 for the 5-year period of performance.

B.6 ESTIMATED COST AND FIXED FEE (NASA 1852.216-74) (DEC 1991)(Applies to CLIN X002)

The estimated cost and fixed fee of the contract is the sum of the estimated cost and fixed fee set forth for individual Task Orders issued by the Government pursuant to Part I, Section H, clause entitled "Task Ordering Procedure."

B.7 CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLIN X002)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is the amount set forth in each Task Order. This allotment covers the following estimated period of performance as set forth in Task Orders issued by the Contracting Officer.
- (b) An additional amount is obligated under each Task Order for payment of fee.
- (c) The Limitation of Funds Clause FAR 52.232-22 (APR 1984) applies at the Task Order level.

B.8 CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLINs X003 and X004)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is for the following amounts and these allotments cover the following estimated period of performance.

	CLIN	*Funding Summary Estimated Cost	**Estimated Period of Performance
Base Year	0003	\$116,915	Through August 31, 2006
	0004	\$400,000	Through August 31, 2007
Option 1	1003	\$111,576	Through August 31, 2007
	1004	0	
Option 2	2003	\$87,000	Through February 29, 2007
	2004	\$17,370	Through February 29, 2007
Option 3	3003	TBD	TBD
	3004	TBD	TBD
Option 4	4003	TBD	TBD
	4004	TBD	TBD

^{*} Represents the estimated cost subject to FAR 52.232-22 entitled "Limitation of Funds" and NFS 1852.232-81 entitled "Contract Funding"

(b) No additional amount is obligated under this contract for payment of fee.

^{**} Represents the period of performance it is estimated the allotted funds will cover

Contract NNL05AA02B Modification 15

			CONTRACT FUNDING SUMMARY	1			
				-			NASA SAP P.O. #
			Total Funding By CLIN (CLIN X002 Funded by Task				
	Action Description	CLIN	PR Number	x001	` '		(For Internal Use Only)
BASIC PERIOD:	Action Description	OLIN	1 K Number	X001	X000	x004	
	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969	9		NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.		1,111		
Modification 2	Add funding to CLIN 0001.	0001	4200135751	423,023	3		NNL05AC93T
	Add funding to CLIN 0001. Add funding to CLIN 0001 and		.200.00701	120,02			1111200710001
Modification 3	incorporate "NET".	0001	4200138097	803,959	9		NNL05AC93T
		0001	4200147466	400,12	5		NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		46,915		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			400,000	NNL05AC96T
			subtotal Base period:	\$ 3,006,07	6 \$ 116,915	\$ 400,000	
Option 1 Period:				,			
Modification 5	Exercise Option 1 & add	1001	4200170838	881,614	4 -	-	NNL05AC93T
Modification 5	funds to CLIN 1001.	1001	420173277	660,000	0 -	-	MNLUSAC931
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		_	-	Not applicable.
	APPEL on-a-stick; print						
Modification 7	catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T
	Add DVD creation task to						
	CLIN 1004 and add \$80K to						
Modification 9	CLIN 1003.	1003	4200182805 (PLI 20)		80,000		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,08		-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868	20.040.00	31,576	20	NNL05AC95T
			subtotal Option 1 period:	\$3,819,69	6 \$111,576	\$0	
Option 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and CLIN	2001	4200215786	1,329,58	30		NNL05AC93T
Modification 12	2003	2003	4200215786		20,000		NNL05AC95T
	Add MER & COBIE Case				==,,,,,		
	Studies DVD to CLIN 2004,	2003	4200219875		4,000		NNL05AC95T
	add funding to CLIN 2003,	2003	4200219073		4,000		ININEUSACEST
	and add funding to CLIN 2004						
Modification 13		2004	4200219257			17,370	NNL05AC96T
	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001,						
Modification 14	and 4001	2001	Not applicable.				
	Add funds to CLIN 2001,	2001	4200228046	756,20	13		NNL05AC93T
	2003, and revise Section B Schedule	2003	4200228056	730,20	63,000		NNL05AC95T
		2003	4 ∠002∠0000	i i	03,000		ININLUDACEDI
Modification 15			subtotal Option 2 period:	\$ 2,085,78	3 \$ 87,000	\$ 17,370	

AMENDMEN	NT OF SOLICITATION/MODIFIC	ATION OF CONTRAC	т	CONTRACT ID CODE	PAG	E OF PAGES		
2. AMENDMEN	IT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REC	QUISITION/PURCHASE REQ. NO.	5. PROJEC	T NO. (If applicable)		
000016		See Block 16C				,		
6. ISSUED BY	CODE	LARC		MINISTERED BY (If other than Item 6)	CODE L	ARC		
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199			9B M/S	NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963				AMENDMENT OF SOLICITATION NO. DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDER NL05AA02B B. DATED (SEE ITEM 11)	NO.			
CODE		FACILITY CODE	0	9/01/2005				
		11. THIS ITEM ONLY A	PPLIES TO AMEND	MENTS OF SOLICITATIONS				
separate lette THE PLACE virtue of this reference to 12. ACCOUNTI	er or telegram which includes a reference DESIGNATED FOR THE RECEIPT OF (amendment you desire to change an offe the solicitation and this amendment, and ING AND APPROPRIATION DATA (If receipt for this modification	to the solicitation and amer DFFERS PRIOR TO THE HI r already submitted, such ch is received prior to the open uired) n is appropria	ndment numbers. FA OUR AND DATE SP nange may be made ling hour and date sp ated under	ceipt of this amendment on each copy of the countries of YOUR ACKNOWLEDGEMENT TO ECIFIED MAY RESULT IN REJECTION OF Your telegram or letter, provided each telegram ecified. Task Order NNL05AC93T. ODIFIES THE CONTRACT/ORDER NO. AS D	O BE RECEIVE YOUR OFFER or letter make:	ED AT . If by s		
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED F ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify au	thority) THE CHANC	GES SET FORTH IN ITEM 14 ARE MADE IN	THE CONTRA	ACT		
	B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMEN			MINISTRATIVE CHANGES (such as change 'OF FAR 43.103(b). ITY OF:	es in paying off	ice,		
	D. OTHER (Specify type of modification	and authority						
- 1	FAR 52.232-22, Limit		s (APR 1984)				
E. IMPORTANT		is required to sign this of		^	na office			
				solicitation/contract subject matter where feat		****		
The purpose of this modification is to allot incremental funding to CLIN X001 in the amount of \$915,155.00. As a result of this modification, the total dollars obligated amount for CLIN x001 is changed FROM: \$8,991,555.00 TO: \$9,826,710.00. NOTE: Funding the amount of \$915,555.00 will be added via task NNL05AC93T. SEE CONTINUATION PAGE. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.								
	Ided herein, all terms and conditions of th	e accument referenced in It	16A.	retofore changed, remains unchanged and in NAME AND TITLE OF CONTRACTING OFF OPERT J. Rice				
15B. CONTRAC	CTOR/OFFEROR	15C. DATE	SIGNED 16B.	UNITED STATES OF AMERICA	ice	16C. DATE SIGNED		
	Signature of person authorized to sign)			(Signature of Contracting Officer)				

SF 30, BLOCK 14 (CONTINUED):

A. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001) paragraphs (a) and (c) (1) are herby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of \$9,826,710 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALI	LOTMENT OF FUNDS
April 30, 2008	TBD

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until April 30, 2008.
- B. All other terms and conditions remain unchanged.

Contract NNL05AA02B Modification 16 Page 3 of 3

			CONTRACT FUNDING SUMMAR	Υ				
				Tital				
					Funding By CLIN		NASA SAP P.O. #	
					Funded by Task Or		(For Internal Use Only	
ASIC PERIOD:	Action Description	CLIN	PR Number	x001	x003	x004		
	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969		Т	NNL05AC93T	
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)	Ψ 1,570,303	70,000		NNL05AC95T	
			, ,		70,000		1414200710001	
lodification 1	Add contract clauses.	0001	Not applicable.					
lodification 2	Add funding to CLIN 0001.	0001	4200135751	423,023			NNL05AC93T	
	Add funding to CLIN 0001 and	2224						
lodification 3	incorporate "NET".	0001	4200138097	803,959			NNL05AC93T	
lodification 4	- - - - - - - - -	0001	4200147466	400,125	10.015		NNL05AC93T	
iodilication 4	Add funding for CLINs	0003	4200134333		46,915	400.000	NNL05AC95T	
	0001,0003 & 0004	0004	4200147469 subtotal Base period:	\$ 3,006,076	\$ 116,915 \$	400,000 400.000	NNL05AC96T	
or a A Boots do			Subtotal Base period.	\$ 3,006,076	\$ 116,915 \$	400,000		
ption 1 Period:			4200170838	881,614		T		
Modification 5	Exercise Option 1 & add	1001	4200170636		-	-	NNL05AC93T	
	funds to CLIN 1001. Incorporate course		420173277	660,000	-	-		
lodification 6	cancellation fees.	N/A	Not applicable.		-	-	Not applicable.	
	APPEL on-a-stick; print						• • • • • • • • • • • • • • • • • • • •	
odification 7	catalogs, Round Table Mtg.	1004	Not applicable.		-	-	NNL05AC96T	
lodification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-	-	NNL05AC93T	
	Add DVD creation task to			,				
	CLIN 1004 and add \$80K to							
Modification 9	CLIN 1003.	1003	4200182805 (PLI 20)		80,000		NNL05AC95T	
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,082	-	-	NNL05AC93T	
Modification 11	Add funds to CLIN 1003	1003	4200209868		31,576		NNL05AC95T	
			subtotal Option 1 period:	\$3,819,696	\$111,576	\$0		
option 2 Period:				T T		T		
	Exercise Option 2 & add funds to CLIN 2001 and CLIN	2001	4200215786	1,329,580			NNL05AC93T	
Modification 12	2003	2003	4200215786		20,000		NNL05AC95T	
	Add MER & COBIE Case							
	Studies DVD to CLIN 2004,	2003	4200219875		4,000		NNL05AC95T	
	add funding to CLIN 2003,	2000	1200210010		1,000		1414200710001	
4	and add funding to CLIN 2004	2004	4000040057			47.0-0	NAME OF A COST	
Modification 13	Incorporate position of	2004	4200219257			17,370	NNL05AC96T	
	Partnership Outreach							
	Manager to CLIN 2001, 3001,							
odification 14	and 4001	2001	Not applicable.					
	Add funds to CLIN 2001,	2001	4200228046	756,203			NNL05AC93T	
	2003, and revise Section B			150,203				
lodification 15	Schedule	2003	4200228056		63,000		NNL05AC95T	
	Add funds to CLIN 2001	2001	4200232011	703,555			NNL05AC93T	
odification 16		2001	4200233549	211,600			NNL05AC93T	
			subtotal Option 2 period:	\$ 3,000,938	\$ 87,000 \$	17,370		

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1. CONTRACT ID CODE PAGE OF PAGES				
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)				
000017	See Block 16C	See Block 12.				
6. ISSUED BY CODE	LARC	7. ADMINISTERED BY (If other than Item 6) CODE LARC				
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199				
8. NAME AND ADDRESS OF CONTRACTOR (No., stree	t, county, State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION NO.				
ASRC MANAGEMENT SERVICES INC		14-7				
Attn: Sam Swenson		9B. DATED (SEE ITEM 11)				
3900 C STREET, STE-802		os sines (see nem ri)				
ANCHORAGE AK 99503-5963						
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B				
		10B. DATED (SEE ITEM 11)				
CODE	FACILITY CODE	09/01/2005				
	11. THIS ITEM ONLY APPLIE	S TO AMENDMENTS OF SOLICITATIONS				
reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If red See Schedule	is received prior to the opening ho quired)	or may be made by telegram or letter, provided each telegram or letter makes our and date specified. ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority	y) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT				
B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORTI	CT/ORDER IS MODIFIED TO REF H IN ITEM 14, PURSUANT TO TH	FLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, IE AUTHORITY OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PURSUAN	T TO AUTHORITY OF:				
D. OTHER (Specify type of modification	and authority)					
X FAR 52.232-22, Limit	ation of Funds (A	APR 1984)				
E. IMPORTANT: Contractor X is not.	is required to sign this docum	nent and return 0 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION	(Organized by UCF section headi	ings, including solicitation/contract subject matter where feasible.)				
X001 in the amount of \$364,0 result of this modification, FROM: \$9,826,710.00 TO: \$ x004 is changed FROM \$417,37	00.00, and 2) to the total dollar 10,190,710.00 and 0.00 TO: \$614,50 a task NNL05AC931	incremental funding as follows: 1) to CLIN CLIN X004 in the amount of \$197,130.00. As a rs obligated amount for CLIN x001 is changed the total dollars obligated amount for CLIN 20.00. NOTE: Funding the amount of T and funding in the amount of \$197,130.00 will				
appropriated under Task Orde						
Continued	_ mileomossi and					
	ne document referenced in Item 94	A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)	ascament referenced in item 9/	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)				
		Robert J. Rice				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGN					
(Signature of person authorized to sign)		(Signature of Contracting Officer)				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED		
	NNL05AA02B/000017	2	5

NAME OF OFFEROR OR CONTRACTOR
ASRC MANAGEMENT SERVICES INC

EM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Order NNL05AC96T.				y
				1	
				1	
		5);			

SF 30, BLOCK 14 (CONTINUED):

A. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001) paragraphs (a) and (c) (1) are herby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of \$10,190,710 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR AL	LOTMENT OF FUNDS
May 31, 2008	TBD

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until May 31, 2008.
- B. All other terms and conditions remain unchanged.

		<u>C</u>	ONTRACT FUNDING SUMMAR	Y			
				To	tal Funding By CLIN		NASA SAP P.O. #
	1				02 Funded by Task (Order)	(For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	(For internal ose Only)
BASIC PERIOD:	Action Description	OLIN	P K Kulliber	X001	2003	2004	
	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$ 1,378,969			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)	1,010,000	70,000		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.		10,000		1111203113031
	1	0001		100.000			NINII OEA COST
Modification 2	Add funding to CLIN 0001. Add funding to CLIN 0001 and	-	4200135751	423,023	3		NNL05AC93T
Modification 3	incorporate "NET".	0001	4200138097	803,959		1	NNL05AC93T
		0001	4200147466	400,125	5		NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		46,915		NNL05AC95T
0001,0003 & 0004		0004	4200147469			400,000	NNL05AC96T
			subtotal Base period:	\$ 3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:						Claure Selection	and the second
Marali Grandiana G	Exercise Option 1 & add	4004	4200170838	881,614	-		NINII OEACOST
Modification 5	funds to CLIN 1001.	1001	420173277	660,000	-		NNL05AC93T
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.			_	Not applicable.
	APPEL on-a-stick; print		Tree opposition				
Modification 7	catalogs, Round Table Mtg.	1004	Not applicable.		-		NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	900,000	-		NNL05AC93T
	Add DVD creation task to CLIN 1004 and add \$80K to	F-20-03-0000	OPYTHAMASIN ACCOUNTS AND ANALYSIS		West days a few seasons and		V 310000 (00000 2 to 2022)
Modification 9	CLIN 1003.	1003	4200182805 (PLI 20)		80,000		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	1,378,082		•	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		31,576	- 40	NNL05AC95T
			subtotal Option 1 period:	\$3,819,69	6 \$111,576	\$0	
Option 2 Period:			The Carlotte State of				NAME OF TAXABLE
	Exercise Option 2 & add funds to CLIN 2001 and CLIN	2001	4200215786	1,329,58	0		NNL05AC93T
Modification 12	2003	2003	4200215786		20,000		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		4,000		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			17,370	NNL05AC96T
	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001						
Modification 14	CONTRACTOR CONTRACTOR	2001	Not applicable.		-		
	Add funds to CLIN 2001, 2003, and revise Section B	2001	4200228046	756,20	3		NNL05AC93T
Modification 15	Schedule	2003	4200228056		63,000		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	703,55	5		NNL05AC93T
Modification 16		2001	4200233549	211,60	0		NNL05AC93T

	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	364,000			NNL05AC93T
Modification 17		2004	4200237952			197,130.00	NNL05AC96T
			subtotal Option 2 period:	\$ 3,364,938	\$ 87,000	\$ 214,500	
		Gr	and total: Base + Option 1+Option 2:	\$ 10,190,710	\$ 315,491	\$ 614,500	

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	-	CONTRACT ID CODE	PAGE	PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 856	NUCLTION OF DEC. NO.	1 1 1 1 1	2		
000018		N/A	UISITION/PURCHASE REQ. NO.	5. PROJEC	T NO. (If applicable)		
6. ISSUED BY CODE	03/01/2008 LARC		MINISTERED BY (If other than Item 6)	CODE T.Z	N.D.C.		
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195 M/S 126 Hampton VA 23681-2199		NAS 9B M/S	A/Langley Research Cent Langley Blvd., Bldg. 11 126 pton VA 23681-2199	ter	ARC		
8. NAME AND ADDRESS OF CONTRACTOR (No., street ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963 CODE	FACILITY CODE 11. THIS ITEM ONLY APPLIE	98 × 10, 10 0		NO.	not extended		
CHECK ONE A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A.	r already submitted, such change is received prior to the opening houred) ODIFICATION OF CONTRACTS// PURSUANT TO: (Specify authority) CT/ORDER IS MODIFIED TO REHIN ITEM 14, PURSUANT TO THE	our and date spour an	by telegram or letter, provided each telegram ecified. DDIFIES THE CONTRACT/ORDER NO. AS D SES SET FORTH IN ITEM 14 ARE MADE IN: MINISTRATIVE CHANGES (such as change: OF FAR 43.103(b).	or letter makes ESCRIBED IN I	ITEM 14.		
D. OTHER (Specify type of modification	and authority)			11-11-15-15-11-11-11-11-11-11-11-11-11-1			
E.IMPORTANT: Contractor Xis not. 14. DESCRIPTION OF AMENDMENT/MODIFICATION Effective March 1, 2008, the read as follows: NASA Shared Services Center Financial Management Division Bldg 1111, C. Road Stennis Space Center, MS 39 Email: NSSC-AccountsPayable Fax: 866-209-5415 Electronic submissions of voc Continued Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	invoice submissi (NSSC) n (FMD) - Account 529 @nasa.gov uchers/invoices a	ings, including sicon and pare preference	colicitation/contract subject matter where feas payment addresses are h	full force and el	ffect.		
870 1 1			ert J. Rice		#CONTROL #		
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(Signature of person authorized to sign)			(Signature of Contracting Officer)		02/15/2008		

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243
 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED NNL05AA02B/000018
 PAGE 0F

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NAME OF OFFEROR OR CONTRACTOR

ASRC MANAGEMENT SERVICES INC

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NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SF 30, BLOCK 14 (CONTINUED):

- A. Reference Part I, Section C, Statement of Work (SOW). SOW Section 3.1.13 is added to incorporate the duties of Curriculum and Knowledge Sharing Senior Consultant. The SOW (see contract modification 14, pages 14 through 22) is hereby deleted in its entirety and replaced with the revised SOW (Pages 13 through 13) attached hereto.
- B. Reference Contract Clause H.4, Key Personnel and Facilities (NASA 1852.235-71)(MAR 1989). The Key Person listed in paragraph (c), is hereby changed FROM: Jon Boyle TO: Yvonne Massaquoi.

All other terms and conditions remain the same.

NNL05AA02B Modification 19 Attachment 1

PART I – SECTION C STATEMENT OF WORK (SOW)

NASA ACADAMY OF PROGRAM, PROJECT, ENGINEERING LEADERSHIP (APPEL) CAREER DEVELOPMENT AND KNOWLEDGE SHARING SUPPORT SERVICES

1.0 INTRODUCTION AND BACKGROUND

The Academy of Program and Project Leadership (APPL) began in 1987 as the Program and Project Management Initiative (PPMI) in order to promote educational and training resources. PPMI focused on a series of courses to provide a baseline of knowledge for NASA Project Managers who staffed the long-duration programs and projects characteristic of NASA prior to 1992. As NASA evolved, the process of project management required a greater level of formal knowledge for mission success. PMMI now had to provide more than a baseline of knowledge and needed to support the wide variety of Program and Project Management (PPM) competencies. Due to the increased scope of the program, the PPMI was renamed the Academy of Program and Project Management Leadership (APPL) in 1997. In parallel with APPL, the agency conducted training and development activities for engineering practitioners. This was accomplished through the NASA Engineering Training (NET) Program. The NET role was to provide engineering training and tools to assist and enable employees to perform their responsibilities. In 2005, APPL and NET were combined and renamed the NASA Integrated Learning and Development Program (ILDP) then renamed to The Academy of Program, Project, and Engineering Leadership (APPEL) to more closely resemble the previous APPL Program.

APPEL is a research-based organization that serves the NASA's Technical Workforce. This workforce is comprised of PPM, Systems Engineering and Discipline-Engineering practitioner communities. The program provides products and services that manage risk, maximize human capital utilization, foster cost containment, schedule adherence, develop high-performance teams, and promote mission success. APPEL supports individual practitioners, technicians, engineers, project teams, and NASA projects and programs at every phase of development and level of complexity. The program continuously evolves to ensure that the program's activities and offerings reflect the best practices of NASA, industry, academia, and government.

APPEL enables career development through focused, application-based learning and career development services including formal education, performance enhancement, online tools development, and knowledge sharing. The objective is to develop recognized world-class Technical Workforce practitioners in advance of agency need. APPEL specializes in addressing identified learning and performance needs of practitioners, leveraging relations with the "best of the best" practitioners, and creating measurable efficiency thereby contributing significantly to the work force's effectiveness towards achieving mission success. Additional information can be found at the following websites:

APPL Web Site: http://appl.nasa.gov/about/overview/index.html Knowledge Sharing Web Link: http://appl.nasa.gov/businessunits/knowledge/overview/index.html

Career Development Web Link:

http://appl.nasa.gov/businessunits/career/overview/index.html

ASK Magazine Web Link: http://appl.nasa.gov/ask/about/overview/index.html

NET Web Link: http://net.larc.nasa.gov/main.php

2.0 SCOPE OF WORK

APPEL currently has four business units that support the overall program. These are (1) Performance Enhancement, (2) Knowledge Sharing, (3) Career Development, and (4) Research and Development. Management and Operations (M&O) activities are included in each business line. The scope of this contract includes support of the Knowledge Sharing (KS) and Career Development (CD) business units for the PPM community. In addition, the scope of this contract includes the NASA Technical Workforce, which is defined as the community of Program/Project Managers, Systems Engineers and Discipline Engineers. In response to the Agency's merger of APPL and NET, this contract will support the definition, execution, and evolution of knowledge sharing and world-class learning and career development services for the Technical Workforce. Included in this is the publication of the Academy Sharing Knowledge (ASK) magazine including the expanded target audience for the NASA Technical Workforce and support of the M&O activities across the full scope of this SOW. The scope of this contract will continually evolve in response to revisions made to agency priorities.

3.0 DESCRIPTION OF SERVICES TO BE PERFORMED

3.1 <u>Program Operations Support</u> - The contractor shall provide all personnel, equipment, materials, supervision, and other items and services required to perform the operations and management of the services defined herein under the fixed-price portion of the contract, including the program operations support for the reimbursable line items of the contract. The Government will also have the ability to order work within the general scope but not covered under the firm fixed price portion of the contract. Work will be ordered through the issuance of Task Orders in accordance with the contract terms (See CLIN X002 and SOW Paragraph 4.0) and issued on a Cost-Plus-Fixed Fee (CPFF) Basis.

The contractor shall perform the following requirements:

- 3.1.1 Review, create, evaluate, implement, publish and disseminate those APPEL Technical Workforce CD and KS processes and activities that align with the NASA Mission and that are consistent with standards, policies and guidance for the design/development of curriculum and course objectives for program/project management, project scientist, engineering and program control communities.
- 3.1.2 Design, develop, and deliver course core curriculum based upon the APPEL integrated career development model including the staffing with qualified teaching professionals, course objectives, requirements, training plans, purpose, program objectives, and course assessments/evaluations/metrics.
- 3.1.3 Conduct curriculum/career development meetings (anticipated to be an average of 3 per year) with content experts, measurement personnel, web-services personnel, logistic personnel, APPEL management and representatives, instructors, professional organization representatives for accreditation/continuing educational credits, universities, and other APPEL team members engaged in APPEL Technical Workforce CD activities. The purposes of the meetings are to

review, validate, and define where necessary, the full set of integrated elements (competencies, proficiencies, learning objectives, job experiences, and qualifications/certification criteria) comprising the Program/Project Management Development Process (PMDP) and Engineering Development Process (EDP) process. As a minimum, these meetings will result in agency stakeholder certification as to the accuracy and timeliness of APPEL learning and development services as they relate to NASA policy, standards, procedures and overall vision.

- 3.1.4 Host annual stakeholder meetings to review emerging knowledge sharing practices, both cross-cutting and discipline-specific, and to provide outreach to share APPEL's best practices. The meeting shall include collaboration with NASA stakeholders, project teams, NASA Centers, Mission Offices, Office of the Chief Engineer (OCE), other Federal agencies, universities, professional/research organizations, contractors, non-contractor partners and other interested parties.
- 3.1.5 Participate in and develop presentations on APPEL Technical Workforce CD and KS activities for relevant conferences/forums for professional or research organizations, as well as APPEL domestic and international partners. Historically the contractor has participated in four events per year, and that is the anticipated level of support required for this contract. However, the number of events may fluctuate on an annual basis with an average of 4 per year over the potential 5-year period of performance.
- 3.1.6 Integrate Technical Workforce CD and KS processes, practices, products and services within APPEL and with other NASA and non-NASA educational offerings and CD models (e.g., courses, web-based tools, conferences) and experimental opportunities (e.g., job details, job rotations, fellowships) within the integrated Program/Project Management Development and Engineering Development processes. Collect and provide the required assessments/evaluations/metrics on such activities.
- 3.1.7 IT Distance Learning Support Explore, identify and implement information technology resources for both KS and CD activities to enhance the delivery and management of APPEL services to the Technical Workforce community.
- 3.1.8 Execute, in coordination with the government, the definition, collection, publication and assessment of cross-cutting and discipline-specific metrics intended to ensure relevance and efficient utilization of public funds.
- 3.1.9 Execute, in coordination with the government, a Continuous Risk Management process intended to identify, document, track and mitigate risks associated with the execution of the APPEL charter.
- 3.1.10 Present monthly status reports to APPEL management in a format agreed to by the government.
- 3.1.11 Participate in APPEL-chaired reviews instituted to examine strategic aspects of program definition and execution. It is the intention of the government to convene approximately one review per year. However, the number of events may vary. For planning purposes the contractor should plan on two reviews during the first year of performance with an average of 1 per year over the potential 5-year period of performance.
- 3.1.12 Align the APPEL program with academia and industry to ensure that NASA employees continue to receive the best training available. The contractor shall receive written direction from the APPEL Director and/or COTR on a weekly/monthly basis in the performance

of these duties. These duties shall include, but are not limited to, (1) providing consulting services to the APPEL Director concerning the direction of the APPEL curriculum and providing comparisons to outside training programs in academia and other organizations, (2) working closely with universities throughout the United States to develop compatibility and alignment between the APPEL program and courses taught in academia, (3) working with selected universities to develop academic credits for APPEL coursework and the incorporation of APPEL coursework into accredited university degree programs, (4) acting as the APPEL outreach executive to academia and other training organizations, which shall include developing an expert exchange program between NASA and these other organizations, (5) developing and administering a student challenge symposium and conference conducted annually to compete in providing project management and systems engineering development solutions that are briefed to senior NASA Executives; (6) hosting forums as required whereby NASA can engage the university leadership community to collaborate in meeting our complementary missions in supporting the next generation of engineers and scientists to enable the Vision of Space Exploration, (7) facilitating workshops, training and developmental opportunities, as required. which provide an environment to openly pursue innovative concepts for selected participants, (8) providing Graduate research student internships to facilitate direct student participation in PM/Senior Executive research, (9) providing technical support to the APPEL Business Management and Operations team for the development of key documents in support of University Programs as required, (10) participating in bi-weekly APPEL Senior Management Council (SMC) meetings, (11) providing technical support in the development and delivery of PowerPoint presentations to NASA Centers, APPEL Management, industry and academic partners as required by the APPEL COTR and/or APPEL Director, (12) providing Monthly Status Reports (MSRs) reflecting accomplishments, planned activities, travel requests, and request for assistances, which shall be submitted on the last Friday of the month to the APPEL COTR, (13) developing Project Plans per initiative for review and approval by APPEL Management as required in accordance with the approved schedule.

3.1.13 Work with the NASA Director to strengthen and align the APPEL program to NASA and Government requirements to ensure that NASA employees are achieving their career development goals and objectives. The contractor shall receive direction from the APPEL Director on a weekly basis in the performance of these duties. These duties shall include, but are not limited to the following: (1) providing consulting services to the APPEL Director concerning the direction of the APPEL Curriculum and Knowledge Sharing business lines; (2) working closely with APPEL team members to maintain current programs, develop new programs, and better meet customer and stakeholder requirements; (3) work with senior Agency and Government officials concerning Federal employee career development requirements and improving workforce performance; (4) Provide consulting services to develop and maintain competency frameworks and associated curriculum elements (5) Provide consulting services to develop and maintain knowledge sharing program elements; (6) Work with the APPEL Partnership Outreach Manager to expand APPEL's pool of strategic partners; (7) Support APPEL efforts by facilitating workshops, training and developmental opportunities, as required in supporting curriculum and knowledge sharing programs; (8) Provide writing and research support for the APPEL Director to meet curriculum and knowledge sharing opportunities in industry, academia, and government settings; (9) provide technical support to the APPEL Business Management and Operations team for the development of key documents in support of Curriculum and Knowledge Sharing business lines as required; (10) providing technical support in the development and delivery of PowerPoint presentations to NASA Centers, APPEL Management, industry and academic partners as required by the APPEL Director; (11) Provide Monthly Status Reports (MSRs) reflecting accomplishments, planned activities, travel requests,

and requests for assistance, which shall be submitted on the last Friday of the month to the APPEL Director; (12) Developing Project Plans to the APPEL Director for review and approval as required and in accordance with the approved schedule.

3.2 Integrated and Community-Specific Development Process Services – It is the government's intention to have a CD model that fully integrates the needs of the Technical Workforce. However, each community that comprises the Technical Workforce shall be independently and regularly engaged in order to ensure the most complete definition of community requirements. Only once this community-based information has been collected and vetted shall the data be integrated into the APPEL consolidated CD framework. In all cases, the contractor will be able to accurately reverse engineer the consolidated CD framework into those elements that directly support a specific community within the Technical Workforce.

Therefore, the contractor shall engage the Technical Workforce communities, NASA stakeholders, contractor partners, university and professional and research organization partners, and non-NASA partners to maintain and extend each community's CD process and its online version. The contractor shall perform the following requirements:

- 3.2.1 Develop, maintain and deliver to APPEL for configuration baseline, in a form acceptable to the government, integrated and community-specific Competency Matrixes, describing core competencies, proficiencies and objectives integral to successfully performing within a NASA program, project, or discipline activity;
- 3.2.2 Maintain and document the APPEL unified CD model, in a form acceptable to the government, in which career development roadmaps for each community within the Technical Workforce are detailed in terms to include as a minimum: courses, job levels, knowledge sharing activities, and experiences. This shall include identification of competency levels, as well as success and exit criteria and that sequences learning activities and developmental opportunities to acquire and grow core competencies as well as support incremental levels of certification of completion against criteria defined both internally and externally to NASA;
- 3.2.3 Maintain an interactive, ongoing academic curriculum of Technical Workforce courses and learning activities, including, but not limited to, professional recommendation by the American Council on Education (ACE) and those with Project Management Institute (PMI) and The International Council on Systems Engineering INCOSE government provider status. The curriculum shall be available to the Government in electronic form and made available to the Technical Workforce in catalog form.
- 3.2.4 Starting with APPEL products, maintain and further design and develop the core curriculum for APPEL including staffing with qualified teaching professionals, course managers, course objectives, requirements, training plans, purpose and program objectives as well as course assessments/evaluations/metrics.
- 3.2.5 Develop and maintain a listing, know as a Resource Network, of NASA personnel who have depth and/or breadth in specific processes and competencies and knowledge domains to serve as competency Process Advisors (PA's) and Subject Matter Experts (SME's). This listing shall be submitted to the government within 1 business day of the request.

- 3.2.6 Assist PA's and SME's to define, review, revise and validate at least 34 percent of the competencies associated with APPEL CD model per year. Implement a government-approved process to recognize the contributions of NASAPA's and SME's.
 - 3.2.7 Provide Agency-wide CD services for NASA Centers as follows:
- 3.2.7.1 Maintain and extend e-PMDP to address all communities within the APPEL CD model, an online application, to enable the Technical Workforce to access CD information, view development activities and create and manage individual development plans (IDP's) online, integrated with the overall NASA Human Capital Plan approach.
- 3.2.7.2 Work with NASA/APPEL PMDP Demonstration Centers --e.g. Marshall Space Flight Center (MSFC)--as well as non-NASA Demonstration Centers to develop Agency-wide implementation approaches for voluntary/and or mandatory certification. Demonstration Centers are those Centers that have piloted an agency-wide process or product. The result of this effort will be an APPEL CD model fully aligned to internal- and external-agency certification authorities such as the US Office of Management and Budget. It is the intention of the government that certifications be awarded to a member of the Technical Workforce as soon as the criteria have been met. The contractor shall provide opportunities to petition for certification and/or professional recognition as soon as the criteria has been, or could be, satisfied.
- 3.2.7.3 Assist CD Center Points of Contact to plan and implement APPEL programs and processes.
- 3.2.7.4 Develop Customized CD Guides building on the recently completed state-of-the art examples such as the MSFC PMDP Guide 4.0 and APPL PMDP Guide 6.0
- **3.3** Career Development Services The contractor shall provide specific, clearly-defined CD courses and services linked to the core competencies and used to develop individual and team capabilities and to assist teams, other NASA Centers, and others (e.g., other Government partners, commercial partners, university, and international partners). Types of services include, but are not limited to: development of learning documents, courses, and targeted instructional material; assessments of capabilities; simulations; case studies; process maps; classes, workshops, forums, computer-based training (CBT), and computer-mediated instruction; consulting; and mentoring. Partner with universities to access university experts to explore different learning models/methods to build Technical Workforce expertise.
- 3.3.1 Design and implement within the agency's Technical Workforce communities a standard process/methodology once a year, and in a time frame consistent with the government budget process, to assess learning needs to design and deliver both mandatory and non-mandatory services or modules which continually evolve during the life of the contract. :

Mandatory Services:

- o Introduction to NASA Vision, Mission and Systems I & II
- o Communications & Leadership I & II
- o Risk Management I & II
- o Foundations in Engineering, Systems Engineering & Project Management
- o Intermediate Systems Engineering
- o Intermediate Project Management
- o APPEL CD Model Level-3 content

- APPEL CD Model Level-4 content
- Assessment of the Technical Workforce

Non-mandatory Services:

- Solar Web Courses
- o University Courses
- o Department of Defense/Department of Energy Courses
- 3.3.2 Annually assess CD products and services, learning needs, and a service delivery schedule to ensure alignment with individual and team learning needs/competencies within the Technical Workforce.
- 3.3.3 Deliver mandatory courses/learning activities, based on needs assessments to be conducted annually for the Centers and Agency stakeholders, semiannual updates and program/project team requirements. This includes but is not limited to scheduling sessions, securing facilities, identifying instructors, preparing materials, residing with participants thereby ensuring a continually safe environment, and coordinating responses to emergency situations, facilitating and evaluating the sessions.
- 3.3.4 Develop an integrated course/service delivery plan to ensure that service delivery frequency meets NASA's needs. In the plan describe existing or planned CD learning activities, tools, assessments/evaluations/metrics, and other resources to increase Technical Workforce proficiency and describe collaborative relationships for program planning and service delivery with Office of Personnel Management (OPM), Defense Acquisition University (DAU), Learning Management System (LMS), SOLAR, and other learning program and tools providers. Ensure that PPM learning activities and tools meet PMI certification and ACE accreditation requirements. The contractor shall ensure that Systems Engineering learning activities and tools meet INCOSE and ACE accreditation requirements and that Discipline-specific and Safety and Mission Assurance learning activities meet domain-specific accreditation requirements.
- 3.3.5 Establish program design standards and use a consistent approach to Technical Workforce learning activity designs across topics and media (e.g., courses, learning tools, assessments/evaluations/metrics, and learning plans) and publish standards with consistent documentation and measurement approaches for each delivery medium.
- 3.3.6 Coordinate instructors for NASA Headquarters-sponsored APPEL courses and events. This includes, but is not limited to, (1) identifying and selecting instructors; (2) working with NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers), universities, professional and research organizations, other contractors, and non-contractor partners; (3) providing instructor orientation and materials, (4) evaluating instructors and courses and events; and (5) tracking program results/impact.
- **3.4** <u>Knowledge Sharing Services</u> The contractor shall engage domestic and international NASA stakeholders, contractor partners, university, professional and research organization partners, and any other non-NASA partner to explore and support NASA implementation of emerging approaches, techniques and models to share knowledge (e.g. best practices, lessons learned, communities of practitioners with shared interests and experience) within the agency. This includes, but is not limited to, the following:

- 3.4.1 Identify and implement innovative ways to share knowledge to build expertise across the Technical Workforce;
- 3.4.2 Develop strategies and services for Headquarter-, Center- and Project-based KS activities:
- 3.4.3 Assist other NASA Centers to conduct Knowledge Sharing Workshops to enable participants across the Technical Workforce to share best practices and lessons learned. This includes but is not limited to, assistance in designing, conducting and evaluating the programs, pre-registering participants and preparing program materials.
- 3.4.4 Assist in the "Leaders as Teachers & Mentors" (LT&M) program to identify potential project managers, program instructors, project team coaches or mentors, across NASA's Technical Workforce, who are willing to share knowledge, experience and development strategies (i.e., a Center Community of Practice [CoP]) for the CD Model for collaborative work with the Technical Workforce. The contractor shall identify and manage a database used to match volunteers with expertise. More information regarding this program can be found at: http://appl.nasa.gov/businessunits/knowledge/programs/KS_LeadTeach.html
- 3.4.5 Co-sponsor the Project Management Challenge and other Center-based KS efforts. This includes the coordination and development of the APPEL informational display and any material pertaining to the display. More information regarding this program can be found at: http://pmchallenge.gsfc.nasa.gov/
- 3.4.6 Broaden the scope, applicability, and functionality of KS products and services across the Technical Technical Workforce communities to meet the demands of the ever-changing environment and NASA programs, policies and procedures in the most efficient and effective way.
- **3.5** <u>Develop Learning and Knowledge Sharing Activities</u> The contractor shall engage NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers) to provide challenging and beneficial learning and knowledge sharing activities for the development of NASA's next generation of the Technical Workforce . The contractor shall:
- 3.5.1 Develop and adapt broadly accepted program/project management, systems engineering and scientific practices for NASA and other federal government organizations including the program/project community, engineering communities, Mission Offices, and Centers.
- 3.5.2 Integrate perspectives and activities to include but not be limited to courses, web-based tools, best practices, lessons learned, and data bases of multiple domestic and international organizational stakeholders, professional and research organizations, universities, and other NASA contract and non-contract partners.
- 3.5.3 Collaborate with NASA subject matter experts, professional organizations (e.g. Project Management Institute), other Government agencies (e.g. Defense Acquisition University), academia, and industry to design, develop, implement, evaluate and measure the impact of innovative ways for the Technical Workforce to learn, build individual and team expertise and capability, and share knowledge, best practices, lessons learned and emerging/developing processes.

- 3.5.4 Design, develop, write, edit, publish and distribute instructional and other learning and knowledge sharing materials and documents for the Technical Workforce community.
- 3.5.6 Link NASA Centers with similar learning and development and knowledge sharing issues together for facilitated work sessions and service development.
- 3.5.7 Increase the diffusion of new ideas, lessons learned and best practices throughout the agency and government via APPEL CD and KS efforts.
- 3.5.8 Participate in and initiate research activities related to learning and knowledge sharing within the program/ project community in teams and NASA Centers and with other partners.
- **3.6** <u>Academy Sharing Knowledge (ASK) Magazine Support</u> The contractor shall be responsible for the publication of the ASK Magazine to support performance enhancement services and tools, supporting career development programs, sponsoring knowledge sharing events and publications, and creating opportunities for Technical Workforce collaboration with universities, professional associations, industry partners and other government agencies. The contractor shall:
- 3.6.1 Edit and publish 3-8 issues of ASK Magazine annually; produce 5,000 to 7,000 copies per issue and submit a ready-to-publish online version to the government for porting to a website defined by the government.
- 3.6.2 Annually conduct an average of 2 sessions per year of the Masters Forum of Project Managers for 40-50 participants each to capture and share program and project management best practices and lessons learned. Leverage the Masters Forum model to include comparable offerings for the rest of the Technical Workforce, as well as design and implement forums focusing on cross-cutting issues key to the agency. The contractor shall conduct 2 forums each for Program/Project Management, Systems Engineering, Safety and Mission Assurance, and cross-cutting topics for an annual average of 8 offerings. This includes, but is not limited to, program planning, coordination, management, direction, location, speakers, facilities, resources materials, pre-registration and feedback/evaluation. More information regarding this program can be found at: http://appl.nasa.gov/businessunits/knowledge/programs/
- **3.7** <u>Program Enhancement/Improvement Support</u> The contractor shall provide suggestions and recommendations to support and enhance APPEL's present and future service delivery and results metrics using various methods including online surveys, pre-course demographic surveys, pre/post assessments, supervisor assessments, and non-NASA and professional organization recognition. In addition, the contractor shall measure:
- 3.7.1 The type, amount and nature of services provided to various populations (individuals, teams, Centers, Mission Offices;
 - 3.7.2 The cost of providing each service to the designated population(s);
 - 3.7.3 The results and impact of service delivery, including feedback and shifts in knowledge, concepts, behavior and performance of individuals and teams;

- 3.7.4 Improvements in individual and project team capabilities (linked to competency attainment and increases in proficiency);
- 3.7.5 Individual and project team access to information on competencies, desired proficiency levels and options for development;
- 3.7.6 The type, amount and nature of development options and resources available to individuals and project teams (Agency-wide, at NASA Centers, and provided by APPEL);
- 3.7.7 The costs and benefits associated with recommended and alternative approaches to meeting the objectives of APPEL. This shall include analyzing the benefits of this program in relation to the resources expended in meeting the program objectives.
- **3.8** <u>Travel</u> Travel will be cost reimbursable, with no fee, in accordance with CLIN X003, and subject to the Federal Travel Regulation. The contractor shall be required to travel to support meetings, conferences, workshops, classes, and other activities in support of this contract. Contractor required and requested travel shall be submitted in writing to the government and approved by the COTR prior to incurring any costs. The frequency and format of the contractor travel requests will be determined by the COTR.

4.0 TASK ORDER SUPPORT FOR WORK "OVER AND ABOVE" THE FIXED-PRICE PORTION OF THE CONTRACT (CLIN X002)

- 4.1 NASA's APPEL and other similar programs managed by the agency are continually evolving as the needs of the agency change. The government anticipates that during the life of the contract additional requirements, which are within the general scope of this contract but not specifically identified under the fixed price portion of the contract, will be required in support of NASA's mission. To accomplish the additional requirements, the Government may issue task orders in support of NASA Headquarters, NASA Centers and other Government agencies. Although the exact details of the work are not known at this time, potential areas of interest include, but are not limited to:
 - 4.1.1 Support of the Agency's new vision and current mission goals;
- 4.1.2 Latest developments in the industry, the Agency, and the Nation related to the work covered by this contract;
 - 4.1.3 Changes in the engineering workforce:
- 4.1.4 New strategies and tools for career development, as well as forums for sharing news, lessons, and practices;
 - 4.1.5 New certification requirements, including assessment and performance requirements;
 - 4.1.6 Collaborative efforts with other Agencies, academia, and industry;
- 4.1.7 Other similar program changes that are necessary for the agency to meet it's Technical Workforce, Learning, and Training requirements.

4.2 This work will be considered "Over and Above Work" and services not covered by CLIN X001. The Contracting Officer will issue task orders in accordance with Special Contract Requirements clauses H.19 and H.20 of this contract. Only the Contracting Officer may issue task orders.

5.0 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

Unless specifically identified to be provided by the Government, the contractor shall furnish all property, equipment, supplies, and materials in support of the contract. The contractor shall have access to the training facilities at Wallops Island and other locations as specified under individual task orders.

6.0 INFORMAT ION TECHNOLOGY

All computer systems developed under this procurement shall be compatible with NASA platforms, policies and standards (See NPR 2800.1 – Managing Information Technology). Any and all applications, tools, and technologies that are developed under the execution of this contract will become the property of the United States Government.

- **6.1 Web-based Information Management Systems:** Web-based information management systems that support on-line learning, registration, tracking, evaluations and assessments include secure (i.e., at a level of protection sufficient to prevent unauthorized access to web material) web-based data entry and report-reading support for evaluation and assessment of individuals, teams, and the Agency's Technical Workforce capabilities. Web-based information management systems that support studies are similar, but do not have to be secure.
- **6.2 Databases:** Databases to be maintained include the APPEL Database and other databases that are implemented over the life of this contract. ILDP quality management effort includes, but is not limited to, documenting requirements for the products of the SSO; developing and maintaining templates for APPEL documents; and developing and maintaining checklists, process flow diagrams, and other process control tools.
- **6.3 Reference Documents:** The information management system for reference documents shall support the preparation, verification, publication, distribution and posting on the web of documents that are meant to serve as a reference to both the learning community and the science community.
- **6.4 Website Development and Maintenance:** APPEL Website support includes developing and maintaining the APPEL content, links, web-based libraries, presentations from conferences, and other related requirements as needed to perform the work required by this contract.

AMENDMENT	OF SOLICITATION/MODIFIC	CATION OF CONTRACT	****	1. CONTRACT ID CODE	PAGE OF PAGES			
2. AMENDMENT/N	MODIFICATION NO.	3. EFFECTIVE DATE	A RE	QUISITION/PURCHASE REQ. NO.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3		
000020		04/22/2008		asis not in otto moe nea. No.	S. PROJEC	ΓNO. (If applicable)		
6. ISSUED BY	CODE		7. AD	MINISTERED BY (If other than Item 6)	CODE T 7			
9B Langle M/S 126	ley Research Center y Blvd., Bldg. 1199 A 23681-2199		NAS 9B M/S	A/Langley Research Cent Langley Blvd., Bldg. 13 126 upton VA 23681-2199	er	ARC		
8 NAME AND ADD	DRESS OF CONTRACTOR (No., stree	d county State and 7/8 Code)		AMENDMENT OF COLUMNIA TOWN		· · · · · · · · · · · · · · · · · · ·		
ASRC MANAG Attn: Sam 3900 C STR	EMENT SERVICES INC	NO 400 1 040 10 1 7 10 10 40 40 5 10 7 10 40 40 5 10 7 10 7 10 7 10 7 10 7 10 7 10 7 1	96	A. AMENDMENT OF SOLICITATION NO. B. DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDER NLO 5AA 0 2 B	NO.			
7 <u>6816 - 1090 - 10</u>		Acces of	10	B. DATED (SEE ITEM 11)				
CODE		FACILITY CODE		09/01/2005				
		11. THIS ITEM ONLY APPLIES	TO AMEND	MENTS OF SOLICITATIONS				
reference to the 12. ACCOUNTING See Schedt CHECK ONE A.	solicitation and this amendment, and AND APPROPRIATION DATA (If re. 1) 1 e 13. THIS ITEM ONLY APPLIES TO METHIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	is received prior to the opening hour quired) RODIFICATION OF CONTRACTS/ORD PURSUANT TO: (Specify authority)	and date sp DERS. IT M	by telegram or letter, provided each telegram- secified. IODIFIES THE CONTRACT/ORDER NO. AS DI GES SET FORTH IN ITEM 14 ARE MADE IN DMINISTRATIVE CHANGES (such as change: Y OF FAR 43.103(b).	ESCRIBED IN I	TEM 14.		
e-ellestere (ma		IT IS ENTERED INTO PURSUANT T						
D.	OTHER (Specify type of modification	and authority)						
X F	AR 52.232-22, Limit	ation of Funds (AP	R 1984	1)				
E. IMPORTANT:	Contractor ☐ is not.	is required to sign this document	t and return	1 copies to the issuir	ng office.	-		
This is a orders:	NOFAMENDMENT/MODIFICATION blanket modificati	(Organized by UCF section headings on that effects the	s,including	solicitation/contract subject matter where feas owing changes to the at	ible.) tached	task		
	d herein, all terms and conditions of the transfer of the tran	ne document referenced in Item 9A or	16A. Rol	retofore changed, remains unchanged and in a NAME AND TITLE OF CONTRACTING OFF DERT J. Rice	ICER (Type or)			
		4/25/0	8	Trovery Je	ice	4/28/08		
(Sign	nature of person authorized to sign)	110010	0 -	(Signature of Contracting Officer)		1/20/00		

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SF 30, BLOCK 14 (CONTINUED):

- 1. The purpose of this modification is to deobligate a total of \$924,292.18 in excess obligations from the task orders listed in Attachment 1 to this modification. Attachment 1 lists the applicable modification number for each task order as well as the final value and amount of excess obligations, which are being deobligated via this modification, for each individual task order.
- 2. All other terms and conditions of the task orders listed in Attachment 1 remain unchanged as a result of this modification.

Order No.	Mod No.	Start Date	End Date	Awarded Value	Current Value at Completion of Period of Performance	Obligated Funding	Amount to Deobligate
NNL05AD10T	7	9/22/2005	10/5/2007	\$1,271,591.00	\$1,099,281.97	\$1,271,591.00	\$172,309.03
NNL05AD12T	6	10/1/2005	8/31/2007	\$382,616.00	\$335,781.75	\$382,616.00	\$46,834.25
NNL06AA80T	1	1/31/2006	8/31/2006	\$24,169.00	\$23,539.36	\$24,169.00	\$629.64
NNL06AA81T	5	2/6/2006	9/30/2007	\$186,196.00	\$160,062.98	\$186,196.00	\$26,133.02
NNL06AA95T	6	2/24/2006	8/31/2007	\$576,089.00	\$403,024.30	\$576,089.00	\$173,064.70
NNL06AB35T	5	4/5/2006	8/31/2007	\$70,123.00	\$27,407.41	\$70,123.00	\$42,715.59
NNL06AB36T	4	4/5/2006	8/31/2007	\$94,491.00	\$47,187.81	\$94,491.00	\$47,303.19
NNL06AB37T	3	4/5/2006	8/31/2007	\$178,061.00	\$149,574.86	\$178,061.00	\$ 28,486.14
NNL06AB50T	4	4/14/2006	12/14/2007	\$99,037.00	\$94,795.88	\$99,037.00	\$4,241.12
NNL06AB51T	4	4/14/2006	8/31/2007	\$272,853.00	\$229,364.83	\$272,853.00	\$43,488.17
NNL06AB52T	2	4/18/2006	8/31/2006	\$80,961.00	\$54,462.78	\$80,961.00	\$26,498.22
NNL06AB55T	1	6/8/2006	8/31/2006	\$84,372.00	\$79,781.90	\$84,372.00	\$4,590.10
NNL06AD09T	1	8/29/2006	9/22/2006	\$61,488.00	\$50,112.52	\$61,488.00	\$11,375.48
NNL07AB17T	5	1/5/2007	9/30/2007	\$1,332,468.00	\$875,584.12	\$1,157,600.00	\$282,015.88
NNL07AB27T	2	2/28/2007	1/31/2008	\$58,105.00	\$37,229.23	\$39,333.00	\$2,103.77
NNL07AC11T	1	3/30/2007	4/12/2007	\$15,418.04	\$14,529.10	\$15,418.04	\$888.94
NNL07AD92T	1	9/5/2007	10/18/2007	\$71,007.00	\$63,511.09	\$71,007.00	\$11,614.94
Total					\$3,745,231.89	\$4,665,405.04	\$924,292.18

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1. CONTRACT ID CODE	PAGE O	F PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQ	UISITION/PURCHASE REQ. NO.	5. PROJECT NO). (If applicable)
000021	See Block 16C	See	Page 4.		
6. ISSUED BY CODE	LARC	7. ADN	MINISTERED BY (If other than Item 6)	CODE LARC	:
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195 M/S 126 Hampton VA 23681-2199		9B 1	A/Langley Research Center Langley Blvd., Bldg. 11 126 oton VA 23681-2199	er 🗀	
8. NAME AND ADDRESS OF CONTRACTOR (No., street ASRC MANAGEMENT SERVICES INC Attn: Sam Swenson 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963	, county, State and ZIP Code)	98. × 10/NN	AMENDMENT OF SOLICITATION NO. DATED (SEE ITEM 11) MODIFICATION OF CONTRACT/ORDER NIL05AA02B	0.	
0005	T		B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE	0	9/01/2005		
90.000	11. THIS ITEM ONLY APPLI	ES TO AMENDA	ENTS OF SOLICITATIONS		
CHECK ONE A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH	is received prior to the opening harmond) ODIFICATION OF CONTRACTS PURSUANT TO: (Specify authorical CT/ORDER IS MODIFIED TO REIT IN ITEM 14, PURSUANT TO THE	ORDERS. IT MO	DDIFIES THE CONTRACT/ORDER NO. AS DE ES SET FORTH IN ITEM 14 ARE MADE IN T MINISTRATIVE CHANGES (such as changes OF FAR 43.103(b).	SCRIBED IN ITEM	1 14.
D. OTHER (Specify type of modification X FAR 52.232-22, Limit	and authority)				
E. IMPORTANT: Contractor X is not.	is required to sign this docur	ment and return	copies to the issuing	g office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION The purpose of this modifica of \$852,301. As a result of x001 is hereby changed FROM: amount of \$852,301.00 will b CONTINUATION PAGES. Accounting Info: Funding for appropriated under Task NNLO 21.	tion it to allot this modificati \$10,190,710.00 e added via modi this modificati	increments on, the TO: \$1 fication	ntal funding to CLIN x0 total dollars obligated 1,043,011.00. NOTE: F	01 in the amount f unding in	or CLIN
Evenet on provided by the state of the state			And the Annual Committee of the Committe		
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	e accument referenced in Item 9	16A.	etofore changed, remains unchanged and in fundame AND TITLE OF CONTRACTING OFFICE ert J. Rice		
15B. CONTRACTOR/OFFEROR	15C. DATE SIG		JULIED STATES OF AMERICA	ce 16	5/15/08

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SF 30, BLOCK 14 (CONTINUED):

A. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001) paragraphs (a) and (c) (1) are herby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of \$11,043,011 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR AI	LLOTMENT OF FUNDS
July 31, 2008	TBD

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until July 31, 2008.
- B. All other terms and conditions remain unchanged.

Contract Award Modification 1 Modification 2	Action Description Award and funding for CLINs 0001 & 0003. Add contract clauses. Add funding to CLIN 0001.	CLIN 0001 0003	PR Number 4200107539 (PLIs 1,2,3)		(CLIN X00 x001 Task	al Funding By CLII 02 Funded by Task x003		NASA SAP P.O. # (For Internal Use Only)
Modification 1 Modification 2	Award and funding for CLINs 0001 & 0003. Add contract clauses.	0001	4200107539 (PLIs 1,2,3)		(CLIN X00 x001 Task	02 Funded by Task x003	Order)	
Contract Award Modification 1 Modification 2	Award and funding for CLINs 0001 & 0003. Add contract clauses.	0001	4200107539 (PLIs 1,2,3)		x001 Task	x003		(i or internal coo orny
Contract Award Modification 1 Modification 2	Award and funding for CLINs 0001 & 0003. Add contract clauses.	0001	4200107539 (PLIs 1,2,3)		II OEACO2T	x001 x003 Task Task		
Contract Award Modification 1 Modification 2	0001 & 0003. Add contract clauses.				ILUSAC931	NNL05AC95T	NNL05AC96T	
Modification 1 Modification 2	0001 & 0003. Add contract clauses.			\$	1,378,969			MMI OF A COST
Modification 2			4200107539 (PLI 4)	Ψ	1,376,909	70,000		NNL05AC93T NNL05AC95T
	Add funding to CLIN 0001.		Not applicable.			10,000		111120710001
		0001	4200135751		423,023			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097		803,959			NNL05AC93T
550-0 4049 85 St		0001	4200147466		400,125			NNL05AC93T
	Add funding for CLINs	0003	4200134333			46,915		NNL05AC95T
0001,0003 & 0004	0004	4200147469		- 1 - 1/200		400,000	NNL05AC96T	
			subtotal Base period:	\$	3,006,076	\$ 116,915	\$ 400,000	
Option 1 Period:								
Modification 5	Exercise Option 1 & add	1001	4200170838		881,614		-	NNL05AC93T
	funds to CLIN 1001.	1001	420173277		660,000	-	¥	MNEOSAC931
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.			(*)		Not applicable.
	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.				-	NNL05AC96T
	Add funds to CLIN 1001	1001	4200184370		900,000			NNL05AC93T
	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)			80,000		NNI OF A COET
	Add funds to CLIN 1001	1003	4200182803 (PEI 20) 4200197259	_	1,378,082	80,000		NNL05AC95T NNL05AC93T
	Add funds to CLIN 1003	1001	4200209868	_	1,370,002	31,576		NNL05AC95T
ividuilication 11	Add lands to CEII4 1003	1003	subtotal Option 1 period:		\$3,819,696	\$111,576	\$0	ININLUDACEDI
Option 2 Period:		E. C. S. C.	subtotal Option 1 period.	102F-1455-25	\$5,615,050	\$111,576	\$0	Land of the Asset of the State
	Exercise Option 2 & add	2001	4200215786		1,329,580	No. of the last of	E-201-401-1-0-1-0-1	NNL05AC93T
	funds to CLIN 2001 and CLIN - 2003	2003	4200215786			20,000		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875			4,000		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257				17,370	NNL05AC96T
	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001,							
Wodinodion 14	and 4001	2001	Not applicable.					
	Add funds to CLIN 2001, 2003, and revise Section B	2001	4200228046		756,203			NNL05AC93T
viounication 15	Schedule	2003	4200228056			63,000		NNL05AC95T
1	Add funds to CLIN 2001	2001	4200232011		703,555			NNL05AC93T
Modification 16		2001	4200233549		211,600	1		NNL05AC93T

			Grand total: Base + Option 1+Option 2:	\$ 11,043,011	\$ 315,491	\$ 614,500	
			subtotal Option 2 period:	\$ 4,217,239	87,000	\$ 214,500	
odification 21	Add Funds to CLIN 2001	2001	4200250203	170,993			NNL05AC93T
		2001	4200250198	318,308			NNL05AC93T
		2001	4200250196	363,000			NNL05AC93T
odification 20	Deobligation of Available Funding from Completed Tasks	N/A	See Modification for Applicalbe Tasks.				
odification 19	Key Personnel Modification	N/A	Not applicable.				20, 20, 20, 20, 20, 20, 20, 20, 20, 20,
lodificaiton 18	Change Payment Office	N/A	Not applicable.				
Modification 17		2004	4200237952			197,130.00	NNL05AC96T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	364,000			NNL05AC93T

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1. CONTRACT ID CODE	PAGE	PAGE OF PAGES			
					2			
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	1000	QUISITION/PURCHASE REQ. NO.	5. PROJECT	NO. (If applicable)			
00022 ISSUED BY CODE	See Block 16C	n/a						
ASA/Langley Research Center B Langley Blvd., Bldg. 1195 /S 126 ampton VA 23681-2199		NAS 9B M/S	7. ADMINISTERED BY (If other than Item 6) CODE LARC NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199					
NAME AND ADDRESS OF CONTRACTOR (No., street	, county, State and ZIP Code)	(x) 9	A. AMENDMENT OF SOLICITATION NO.	39.07				
SRC MANAGEMENT SERVICES INC ttn: LaKeisha Webb 900 C STREET, STE-802 NCHORAGE AK 99503-5963	9 × 1	B. DATED (SEE ITEM 11) DA. MODIFICATION OF CONTRACT/ORDE IN LO 5 A A O 2 B OB. DATED (SEE ITEM 13)	R NO.					
ODE	FACILITY CODE		09/01/2005					
	11. THIS ITEM ONLY APPLIE			-				
CHECK ONE A. THIS CHANGE ORDER IS ISSUED I ORDER NO. IN ITEM 10A.	is received prior to the opening ho quired) ODIFICATION OF CONTRACTS/C	ORDERS. IT	MODIFIES THE CONTRACT/ORDER NO. AS	DESCRIBED IN 11	т			
B. THE ABOVE NUMBERED CONTRAL appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMEN			DMINISTRATIVE CHANGES (such as chan Y OF FAR 43.103(b). RITY OF:	ges in paying offici				
D OTHER (Specify type of modification	and authority)							
D. OTHER (Specify type of modification X FAR 52.217-19, Optio	ANTON DANGEROUS - MANAGEMENT MORANGER HEATON CANAGEMENT	Torm of	the Contract (MAR 200	101				
IMPORTANT: Contractor X is not.	is required to sign this docum		the Contract (MAR 200 copies to the is:					
14. DESCRIPTION OF AMENDMENT/MODIFICATION The purpose of this modifical September 2008 through 31 Au Incrementally funded in the	tion is to exerci gust 2009. CLIN	se the 3001,	Option 3 period of pe	rformance	, 01			
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)		16A J€	A. NAME AND TITLE OF CONTRACTING C Effrey Hisey		orint)			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGN	NED 16E	3. UNITED STATES OF AMERICA	w	27 Hus 200			
(Signature of person authorized to sign)			(Signature of Contracting Officer)	6	Mar Ma			
NSN 7540-01-152-8070				STANDARD FO	RM 30 (REV. 10-83)			

Previous edition unusable

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 b. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are herby deleted and replaced with the following:

"(a) Of the total price of item 3001 the sum of \$540,893.58 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3001							
October 2008 \$1,200,000							

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until October $31^{\frac{51}{3}}$, 2008."

c. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

			CONTRACT FUNDING SUMMARY				
				Total	Funding By CLIN		NASA SAP P.O. #
				(CLIN X002	Funded by Task O	order)	(For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
ASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
	Add funding for CLINs 0001,0003 & 0004	0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4		0003	4200134333		\$46,915.00		NNL05AC95T
		0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.00	\$400,000.00	
ption 1 Period:							
Modification 5	Exercise Option 1 & add	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Woullication 5	funds to CLIN 1001.	1001	420173277	\$660,000.00	\$0.00	\$0.00	MNLUJAC931
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	_	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

ption 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and CLIN	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
	Add funds to CLIN 2001, 2003, and revise Section B	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	Schedule	2003	4200228056		\$63,000.00		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	02 200 .	2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in app	licable tasks		
		2001	4200250196	\$363,000.00			NNL05AC93T
Modification 21	Add funds to 2001	2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
			subtotal Option 2 period:	\$4,217,239.00	\$87,000.00	\$214,500.00	
ption 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
			subtatal Outle C	001011010	40.00	40.00	
		Gra	subtotal Option 3 period: and total: Base + Option 1+Option 2:	\$342,143.19 \$11,385,154.19	\$0.00 \$315 490 90	\$0.00 \$614,500.00	

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		CONTRACT ID CODE		PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQ	UISITION/PURCHASE REQ. NO.	5. PF	ROJECT NO. (If applicable)		
000023	See Block 16C	n/a		n/a	à		
6. ISSUED BY CODE		7. ADM	MINISTERED BY (If other than Item 6)	CODI	E LARC		
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195 M/S 126 Hampton VA 23681-2199		NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199					
8. NAME AND ADDRESS OF CONTRACTOR (No., street	t, county, State and ZIP Code)	(x) 9A.	AMENDMENT OF SOLICITATION NO.				
ASRC MANAGEMENT SERVICES INC		(~)					
Attn: LaKeisha Webb		9B	DATED (SEE ITEM 11)				
3900 C STREET, STE-802							
ANCHORAGE AK 99503-5963		1					
		x 10/	A. MODIFICATION OF CONTRACT/ORI NL05AA02B	DER NO.			
		108	B. DATED (SEE ITEM 13)				
CODE	FACILITY CODE	0	9/01/2005				
	11. THIS ITEM ONLY APPLIES TO	O AMENDA	IENTS OF SOLICITATIONS				
virtue of this amendment you desire to change an offereference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If rec n / a	is received prior to the opening hour ar			ram or letter	makes		
13. THIS ITEM ONLY APPLIES TO M	IODIFICATION OF CONTRACTS/ORDS	ERS. IT MO	ODIFIES THE CONTRACT/ORDER NO.	AS DESCRIB	ED IN ITEM 14.		
CHECK ONE A. THIS CHANGE ORDER IS ISSUED IN ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority) Th	HE CHANG	GES SET FORTH IN ITEM 14 ARE MAD	E IN THE CO	ONTRACT		
B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORTH	CT/ORDER IS MODIFIED TO REFLEC H IN ITEM 14, PURSUANT TO THE AL	CT THE AD UTHORITY	OMINISTRATIVE CHANGES (such as ch. OF FAR 43.103(b).	anges in pay	ing office,		
C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PURSUANT TO	OAUTHOR	ITY OF:		**************************************		
D. OTHER (Specify type of modification	and authority)						
X FAR 52.233-22, Limit	ation of Funds (APF	R 1984)				
E. IMPORTANT: Contractor X is not.	is required to sign this document a			issuing office			
14. DESCRIPTION OF AMENDMENT/MODIFICATION	Call the state of the second o			Control of the control	"		
a. The purpose of this modif	ication is to allot	incr	emental funding for	CLIN 3	001, Program		
Operations Support, in the a							
total dollars obligated for					Total Personal Control of the Contro		
b. Paragraph 14 of modificat	ion 22 is changed t	o rea	d, CLIN 3001, Progra	m Opera	ations		
Support, is incrementally fu	nded in the amount	of \$3	42,143.19. This is	an adm:	inistrative		
change only.							
					œ		
Except as provided herein, all terms and conditions of the	ne document referenced in Item 9A or 1	10A, as her	etofore changed, remains unchanged ar	nd in full force	and effect.		
15A. NAME AND TITLE OF SIGNER (Type or print)		16A.	NAME AND TITLE OF CONTRACTING	OFFICER (T	ype or print)		
		Jef	frey Hisey				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED		UNITED STATES OF AMERICA	117-	16C DATE SIGNED		
			1/11/11		1550000		
(Signature of person authorized to sign)		6	(Signature of Contracting Officer)	wy	15)00		
NSN 7540-01-152-8070				STAND	ARD FORM 30 (REV. 10-83)		
Previous edition unusable					ed by GSA		

Prescribed by GSA FAR (48 CFR) 53.243 b. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are herby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of \$11,573,768.28 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3001						
October 2008 \$1,200,000						

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until October $31^{\frac{51}{3}}$, 2008."

c. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

Contract NNL05AA02B Modification 17

			CONTRACT FUNDING SUMMARY				
				Total Funding By CLIN (CLIN X002 Funded by Task Order)			NASA SAP P.O. # (For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
		0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		\$46,915.00		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Wodinoalion	funds to CLIN 1001.	1001	420173277	\$660,000.00	\$0.00	\$0.00	1111200/10001
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

Contract NNL05AA02B Modification 17

Option 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and CLIN	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
	Add funds to CLIN 2001, 2003, and revise Section B	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	Schedule	2003	4200228056		\$63,000.00		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	CLIN 2004	2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in app	licable tasks		
		2001	4200250196	\$363,000.00			NNL05AC93T
Modification 21	Add funds to 2001	2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
			subtotal Option 2 period:	\$4,217,239.00	\$87,000.00	\$214,500.00	
Option 3 Period:	I						
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
			subtotal Option 3 period:	\$530,757.28	\$0.00	\$0.00	
		Gra	and total: Base + Option 1+Option 2:	\$11,573,768.28	\$315,490.90	\$614,500.00	

AMENDME	NT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	CONTRACT ID CODE PAGE OF PAGES				
2. AMENDMEI	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)			
000024		See Block 16C		n/a			
6. ISSUED BY	CODE	LARC	7. ADMINISTERED BY (If other than Item 6)	CODE LARC			
9B Lang M/S 126	ngley Research Center ley Blvd., Bldg. 1195 VA 23681-2199		NASA/Langley Research Cer 9B Langley Blvd., Bldg. 3 M/S 126 Hampton VA 23681-2199				
8. NAME AND	ADDRESS OF CONTRACTOR (No., street	county, State and ZIP Code)	9A. AMENDMENT OF SOLICITATION NO.				
	527	\$ \$2 0. 30.	(x) SA. AMENDINENT OF SOCIOTATION NO.				
	NAGEMENT SERVICES INC		9B. DATED (SEE ITEM 11)				
	aKeisha Webb STREET, STE-802		SB. DATED (SEETTEM TI)				
	GE AK 99503-5963						
	33000 0300		x 10A. MODIFICATION OF CONTRACT/ORDE NNL05AA02B	R NO.			
			10B. DATED (SEE ITEM 13)				
CODE		FACILITY CODE	09/01/2005				
		11. THIS ITEM ONLY APPLIES TO	D AMENDMENTS OF SOLICITATIONS				
reference to	o the solicitation and this amendment, and TING AND APPROPRIATION DATA (If requedule 13. THIS ITEM ONLY APPLIES TO M A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A.	is received prior to the opening hour a uired) ODIFICATION OF CONTRACTS/ORD PURSUANT TO: (Specify authority) Ti	y be made by telegram or letter, provided each telegrand date specified. ERS. IT MODIFIES THE CONTRACT/ORDER NO. AS HE CHANGES SET FORTH IN ITEM 14 ARE MADE I CT THE ADMINISTRATIVE CHANGES (such as change) UTHORITY OF FAR 43.103(b).	DESCRIBED IN ITEM 14.			
	C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSUANT TO	AUTHORITY OF:				
	D. OTHER (Specify type of modification	and authority)					
х	FAR 52.233-22, Limit		R 1984)				
E. IMPORTAN		is required to sign this document		euing office			
a. The properties of the prope	purpose of this modifons Support, in the another of the second of the second for this modification	ication is to allot mount of \$1,407,200 CLIN 3001 is \$1,937 n is appropriated u	including solicitation/contract subject matter where fer incremental funding for Contract of this incremental funding for Contract of C	LIN 3001, Program modification, the fication 000024.			
15A. NAME A	NID THE OF SIGNER (Type or print)		Jeffrey Hisey	FEIGER (1 ype or pillil)			
15B. CONTRA	ACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 11/06/2008			
	(Signature of person authorized to sign)		(Signature of Contracting Officer)	1.10.1			
NSN 7540-01				TANDARD FORM 30 (REV. 10-83)			

FTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Previous edition unusable

b. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are herby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of \$12,980,968.28 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3001						
January 2009 TBD						

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until <u>January 31^{st} , 2009</u>."

c. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

Contract NNL05AA02B Modification 24

			CONTRACT FUNDING SUMMARY				
				Total Funding By CLIN (CLIN X002 Funded by Task Order)			NASA SAP P.O. # (For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
		0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		\$46,915.00		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Wodinoation 6	funds to CLIN 1001.	1001	420173277	\$660,000.00	\$0.00	\$0.00	111200/10001
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and CLIN	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
	Add funds to CLIN 2001, 2003, and revise Section B	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	Schedule	2003	4200228056		\$63,000.00		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	OLIN 2004	2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in app	olicable tasks		
		2001	4200250196	\$363,000.00			NNL05AC93T
Modification 21	Add funds to 2001	2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
			subtotal Option 2 period:	\$4,217,239.00	\$87,000.00	\$214,500.00	
Option 3 Period:	,			,	-		
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
			subtotal Option 3 period:	\$1,937,957.28	\$0.00	\$0.00	
		Gra	and total: Base + Option 1+Option 2:	\$12,980,968.28	\$315,490.90	\$614,500.00	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					CONTRACT ID CODE	PAGE OF PAGES		
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE	DATE	4. RE0	UUISITION/PURCHASE REQ. NO.	5. PROJEC	L ∠ CT NO. (If applicable)	
000025		See Bloo	ck 16C	n/a		N/A		
6. ISSUED BY	Y CODE	LARC		7. AD	MINISTERED BY (If other than Item 6)	CODE L	ARC	
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199			NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199					
ASRC MAN Attn: La 3900 C S	DADDRESS OF CONTRACTOR (No., street NAGEMENT SERVICES INC aKeisha Webb STREET, STE-802 GE AK 99503-5963	, county, State and	ZIP Code)	(X)	a. AMENDMENT OF SOLICITATION NO.			
	3E 1M 33303 3303			^ N	A. MODIFICATION OF CONTRACT/ORDER N NLOSAAO2B B. DATED (SEE ITEM 13)	0.		
CODE		FACILITY COL	DE		9/01/2005			
		11. THIS ITE	M ONLY APPLIES TO A	 MENDI	MENTS OF SOLICITATIONS			
reference to	o the solicitation and this amendment, and TING AND APPROPRIATION DATA (If recons) 13. THIS ITEM ONLY APPLIES TO METAL A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A.	is received prior ruired) ODIFICATION O	to the opening hour and F CONTRACTS/ORDER: (Specify authority) THE	S. IT M	by telegram or letter, provided each telegram of teleg	SCRIBED IN	TITEM 14.	
X	C. THIS SUPPLEMENTAL AGREEMEN FAR 52.233-22, Limit D. OTHER (Specify type of modification	ation of						
a. The p CLIN 300 obligate	PTION OF AMENDMENT/MODIFICATION purpose of this modif 01, Program Operation ed for CLIN 3001 is \$	(Organized by Uication s Suppor 1,415,87	is deobligate t. As a resu 7.28.	eluding e fu ult	solicitation/contract subject matter where feasily nding in the amount of of this modification, to	ple.) \$522,8		
Except as pro	ovided herein, all terms and conditions of the ND TITLE OF SIGNER (Type or print) ACTOR/OFFEROR			a, as he 16A.	retofore changed, remains unchanged and in fundame and TITLE OF CONTRACTING OFFICE of the Hisey UNITED STATES OF AMERICA			
	(Signature of parson authorized to sign)			_	(Signature of Contracting Officer)			

Contract NNLo5AAo2B oooo25 Page 2 of 2

b. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item 0001 the sum of \$12,458,888.28 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3001				
December 2008	TBD			

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until <u>December 31^{st} , 2008</u>."

c. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

Contract NNL05AA02B Modification 25 Attachment

			CONTRACT FUNDING SUMMARY				
					Funding By CLIN Funded by Task O	Order)	NASA SAP P.O. # (For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
		0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		\$46,915.00		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Widamodion 6	funds to CLIN 1001.	1001	420173277	\$660,000.00	\$0.00	\$0.00	1111200710001
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

Contract NNL05AA02B Modification 25 Attachment

Option 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and CLIN	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
	Add funds to CLIN 2001, 2003, and revise Section B	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	Schedule	2003	4200228056		\$63,000.00		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	CLIN 2004	2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in app	licable tasks		
		2001	4200250196	\$363,000.00			NNL05AC93T
Modification 21	Add funds to 2001	2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
		•	subtotal Option 2 period:	\$4,217,239.00	\$87,000.00	\$214,500.00	
Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
		Gra	subtotal Option 3 period: and total: Base + Option 1+Option 2:	\$1,415,877.28 \$12,458,888.28	\$0.00 \$315,490.90	\$0.00 \$614,500.00	

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		CONTRACT ID CODE		PAGE OF	PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REO	UISITION/PURCHASE REQ. NO.	5 PRO	0.JECT NO	2 . (If applicable)
000026	See Block 16C			N/A		. (ii applicatio)
6. ISSUED BY CODE	LARC	7. ADI	MINISTERED BY (If other than Item 6)	CODE	LARC	
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195 M/S 126 Hampton VA 23681-2199		NASA 9B I	A/Langley Research Cent Langley Blvd., Bldg. 11 126 Dton VA 23681-2199	er	LIARC	
8. NAME AND ADDRESS OF CONTRACTOR (No., stree	t, county, State and ZIP Code)	(v) 9A.	AMENDMENT OF SOLICITATION NO.			
ACDG MANAGEMENT GERMAN		(x) SA.				
ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb		OP	DATED (OFF ITEM 44)			
3900 C STREET, STE-802			DATED (SEE ITEM 11)			
ANCHORAGE AK 99503-5963			%-			
			. MODIFICATION OF CONTRACT/ORDER N L05AA02B	10.		
		10E	DATED (SEE ITEM 13)		-	
CODE	FACILITY CODE	1 0	9/01/2005			
	11. THIS ITEM ONLY APPLIES TO					
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an offereference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If rec. 4200279960	OFFERS PRIOR TO THE HOUR AND I or already submitted, such change may is received prior to the opening hour an urired)	DATE SPE be made b d date spe	CIFIED MAY RESULT IN REJECTION OF YO y telegram or letter, provided each telegram of cified.	OUR OF	FER. If by nakes	
13. THIS ITEM ONLY APPLIES TO M	ODIFICATION OF CONTRACTS/ORDE	RS. IT MC	DIFIES THE CONTRACT/ORDER NO. AS DE	SCRIBE	D IN ITEM	14.
A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority) TH	E CHANG	ES SET FORTH IN ITEM 14 ARE MADE IN T	HE CON	ITRACT	77 () 10 40 4
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH	CT/ORDER IS MODIFIED TO REFLECT IN ITEM 14, PURSUANT TO THE AU	T THE ADI	MINISTRATIVE CHANGES (such as changes OF FAR 43.103(b).	in paying	g office,	
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSUANT TO	AUTHORI	TY OF:			
D. OTHER (Specify type of modification	and authority)					+
X FAR 52.233-22, Limit	453	1984	ř			
	is required to sign this document a			a office		
14. DESCRIPTION OF AMENDMENT/MODIFICATION						
a. The purpose of this modif	ication is to allot	incre	emental funding for CLT	N 30	01. Pr	coaram
Operations Support, in the a	mount of \$250,000.00). As	a result of this modi	fica	tion.	the
total dollars obligated for	CLIN 3001 is \$1,665.	877.2	28.	LLOG	C1011,	CIIC
b. Funding for this modifica	tion is appropriated	i unde	er Task NNL05AC93T, mod	ifica	ation	000026.
Except as provided herein, all terms and conditions of the	e document referenced in Item 9A or 10	A as have	tofore changed remains unchanged and '- 5	ıll force	and offer-t	
15A. NAME AND TITLE OF SIGNER (Type or print)	LOCAL DE LA LIGHT SA OF TO		AME AND TITLE OF CONTRACTING OFFICE			
		10000	frey Hisey		- pinty	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED		NITED STATES OF AMERICA		13 (10)	. DATE SIGNED
(Signatum of assess of the state of the stat		6	i fall flory	·	1	0 Jan 09
(Signature of person authorized to sign) NSN 7540-01-152-8070		1	(Signature of Contracting Officer)	TAND		
Previous edition unusable			S	IANDAR	D FORM 3	80 (REV. 10-83)

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

Contract NNLo5AAo2B oooo26 Page 2 of 2

- c. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:
- "(a) Of the total price of item x001 the sum of $\frac{12,708,888.28}{12,708,888.28}$ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3001				
February 2009	TBD			

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until <u>February 28th, 2009</u>."
- d. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

			CONTRACT FUNDING SUMMARY				
				Total Funding By CLIN (CLIN X002 Funded by Task Order)		Order)	NASA SAP P.O. # (For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
		0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		\$46,915.00		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Wodincation 5	funds to CLIN 1001.	1001	420173277	\$660,000.00	\$0.00	\$0.00	TVIVEOUAGUUT
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and CLIN	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
	Add funds to CLIN 2001, 2003, and revise Section B	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	Schedule	2003	4200228056		\$63,000.00		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	OLIN 2004	2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in app	licable tasks		
		2001	4200250196	\$363,000.00			NNL05AC93T
Modification 21	Add funds to 2001	2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
			subtotal Option 2 period:	\$4,217,239.00	\$87,000.00	\$214,500.00	
Option 3 Period:	Exercise Option 3 & add						
Modification 22	funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
		Gr	subtotal Option 3 period: and total: Base + Option 1+Option 2:	\$1,665,877.28 \$12,708,888.28	\$0.00 \$315,490.90	\$0.00 \$614 500 00	
		310	and total Base - Option 1. Option 2.	Ψ12,100,000.20	ψο 10, του.ου	ψ 0 1 4,000.00	

AMENDMENT OF SOLICITATION	MODIFICATION O	F CONTRACT	1. CONTRACT ID	PAGE OF PAGES 1 14				
2. AMENDMENT/MODIFICATION NO. 000027	3. EFFECTIVE DATE See block 16c	4. REQUISITION/PU	JRCHASE REQ. NO.	5. PROJECT NO. (If applicable) N/A				
6. ISSUED BY CODE	LARC	7. ADMINISTERED BY (If other than item 6) CODE LAF						
NATIONAL AERONAUTICS AND SPACE ADI Langley Research Center Langley Blvd., Building 1195B Hampton, Virginia 23681	MINISTRATION							
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	street, city, county, State, an	d ZIP Code)	9a. AMENDMENT C	F SOLICITATION NO.				
ASRC MANAGEMENT SERVICES ATTN: LaKeisha Webb 3900 C Street, Suite 802 Anchorage, AK 99503-5963	8	×	회 : - [전경기 : 10] 이 10 [전경기 : 10] . 기 : 10 [전 : 10] . 기 : 10 [T : 1	EM 11) N OF CONTRACT/ORDER NO. NL05AA02B				
CODE	CILIEN/ CODE:		10b. DATED (SEE I	TEM 13) 09/01/2005				
	CILITY CODE: ONLY APPLIES TO	AMENDMENTS O						
[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. Accounting And Appropriation Data (If required)								
A. THIS CHANGE ORDER IS ISSUED PURSUA	E CONTRACT/ORD	ER NO. AS DESC	RIBED IN ITEM 14	4.				
B. THE ABOVE NUMBERED CONTRACT/ORD appropriation date, etc.) SET FORTH IN ITEM C. THIS SUPPLEMENTAL AGREEMENT IS EN	114, PURSUANT TO THE AU	THORITY OF FAR 43.103		nges in paying office,				
OTHER (Specify type of modification and authori	ty)							
FAR 52.243-1 Changes-Fixed Price (ALT I) (APF E. IMPORTANT: Contractor [] is not, [X] is require								
14. DESCRIPTION OF AMENDMENT/MODIFICATION				subject matter where feasible.)				
A. The purpose of this modification is to; (i) contract; (iii) revise the cost plus fixed fee amo Accordingly, Part I – The Schedule, Section B (1) Decrease the Firm Fixed price amoun (2) Increase the cost plus fixed fee amoun	unt of the contract and is revised to: t of CLINs 3001 and 400	(iv) revise contract cl						
Except as provided herein, all terms and conditions of the d	ocument referenced in Item 9/		anged, remains unchange					
		LILIANA J. RICI						
158 NAME OF CONTRACTOR/OFFEROR	15C.DATE SIGNED 2/19/09	BY Signature	ES OF AMERICA Of Contracting Officer	UIL 2/23/2009				

SF 30, BLOCK 14 (CONTINUED):

- B. Reference Part I THE SCHEDULE, SECTION B. The following changes are hereby made:
- (1) Clause B.1 entitled "<u>SUPPLIES AND/OR SERVICES TO BE FURNISHED</u>" pages 7-8 of modification 000015 are hereby deleted in their entirety and replaced with the revised pages Clause B.1, pages 4-5, attached.
- (2) Clause B.3 entitled "CLIN PRICING" paragraph (b) second sentence is revised as follows: "The Minimum Value of \$100,000 and Maximum Value of \$27,048,994 are for the entire life of the contract (base period plus all options exercised)."
- (3) Clause B.4 entitled "FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)" is deleted in its entirety and replaced with the following:

"The total firm-fixed price (FFP) of this contract is:

TOTAL FFP AMOUNT (CLIN X001)					
Base Period	\$3,006,076				
Option Year 1	\$3,819,686				
Option Year 2	\$4,232,188				
Option Year 3	\$2,917,578 <mark>(\$1,567,734)</mark>				
Option Year 4	\$2,975,466 <mark>(\$1,672,389)</mark>				
Total FFP	\$16,950,988 (\$3,240,123)				

The Total FFP amount is the base period amount plus any options exercised during the life of the contract."

- (4) Clause B.5 entitled "MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE (Applies to CLIN X002)" last sentence is revised as follows: "The total maximum value is \$27,048,994 for the 5-year period of performance."
- (5) Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (Applies to CLIN X001) paragraphs (a) and (c) (1) are herby deleted and replaced with the following:
 - "(a) Of the total price of item 0001 the sum of \$12,458,888.28 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS					
February 28, 2009	\$1,200,000				

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until February 28, 2009.
- C. Reference Part I, Section C, Statement of Work (SOW). The SOW is hereby deleted in its entirety and replaced with the revised attached SOW, dated 24 October 2008.
- D. Reference Part I, Section H, clause H.11 entitled "OPTIONS". Subject clause is hereby deleted in its entirety and replaced with the following:

"H.11 OPTIONS (LaRC 52.217-95) (APR 2002)

Pursuant to the clause entitled "Option to Extend the Term of the Contract (Mar 2000)," the Contractor hereby grants to the Government options to extend the term of the contract for 4 additional periods of 12 months each. Such option(s) are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

	Option 1	Option 2	Option 3	Option 4	
Item	Year 2	Year 3	Year 4	Year 5	
Total FFP Work (CLIN X001)	\$3,819,686	\$4,232,188	\$2,917,578	\$2,975,466	
Total IDIQ Work (CLIN X002)	\$4,780,304	\$4,567,798	\$6,082,422	\$6,224,540	
Cost Reimbursable Travel (CLIN X003)	\$700,000	\$700,000	\$700,000	\$700,000	
Cost Reimbursable (CLIN X004)	\$300,000	\$300,000	\$300,000	\$300,000	
Period of Performance	See Contract Clause Section F entitled "Period of				
	Performance	" (LaRC 52.211-9	91)"		

E. In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's proposal for the Statement of Work, dated 24 October 2008, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this change.

F. All other terms and conditions remain the same.

PART I – THE SCHEDULE SECTION B

OPTION 3 PERIOD OF PERFORMANCE (1 SEPTEMBER 2008 THROUGH 31 AUGUST 2009)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
110.	DESCRIPTION OF SERVICES	- Qii	ONIT	FRICE	AMOUNT
3001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of	I	Mo	Firm-Fixed Price	
	Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)		Мо	Firm-Fixed Price	
					<u>\$2,917,578</u> Firm-Fixed Price
3002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$6,082,422 MAXIMUM VALUE (Over life of contract)
3003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To- Exceed)
3004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To- Exceed)
3005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not- Separately Priced	Not- Separately Priced

PART I – THE SCHEDULE SECTION B

OPTION 4 PERIOD OF PERFORMANCE (1 SEPTEMBER 2009 THROUGH 31 AUGUST 2010)

ITEM				UNIT	TOTAL
NO.	DESCRIPTION OF SERVICES	QTY	UNIT	PRICE	AMOUNT
4001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Acadamy of Program, Project, and Engineering Leadership (APPEL) as described in the Statement of Work Section 3.o. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)		Мо	Firm- Fixed Price	<u>\$2,975,460</u> Firm-Fixed Price
4002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	\$6,224,540 MAXIMUM VALUE (Over life of contract)
4003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
4004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
4005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not- Separatel y Priced	Not-Separately Priced

PART I – SECTION C

STATEMENT OF WORK (SOW) DATED 24 October 2009

NASA ACADAMY OF PROGRAM, PROJECT, ENGINEERING LEADERSHIP (APPEL) CAREER DEVELOPMENT AND KNOWLEDGE SHARING SUPPORT SERVICES

1.0 INTRODUCTION AND BACKGROUND

The Academy of Program and Project Leadership (APPL) began in 1987 as the Program and Project Management Initiative (PPMI) in order to promote educational and training resources. PPMI focused on a series of courses to provide a baseline of knowledge for NASA Project Managers who staffed the long duration programs and projects characteristic of NASA prior to 1992. As NASA evolved, the process of project management required a greater level of formal knowledge for mission success. PMMI now had to provide more than a baseline of knowledge and needed to support the wide variety of Program and Project Management (PPM) competencies. Due to the increased scope of the program, the PPMI was renamed the Academy of Program and Project Management Leadership (APPL) in 1997. In parallel with APPL, the agency conducted training and development activities for engineering practitioners. This was accomplished through the NASA Engineering Training (NET) Program. The NET role was to provide engineering training and tools to assist and enable employees to perform their responsibilities. In 2005, APPL and NET were combined and renamed the NASA Integrated Learning and Development Program (ILDP) then renamed to The Academy of Program, Project, and Engineering Leadership (APPEL) to more closely resemble the previous APPEL Program.

APPEL is a research-based organization that serves the NASA's Technical Workforce. This workforce is comprised of PPM, Systems Engineering and Discipline-Engineering practitioner communities. The program provides products and services that manage risk, maximize human capital utilization, foster cost containment, schedule adherence, develop high-performance teams, and promote mission success. APPEL supports individual practitioners, technicians, engineers, project teams, and NASA projects and programs at every phase of development and level of complexity. The program continuously evolves to ensure that the program's activities and offerings reflect the best practices of NASA, industry, academia, and government.

APPEL enables career development through focused, application-based learning and career development services including formal education, performance enhancement, online tools development, and knowledge sharing. The objective is to develop recognized world-class Technical Workforce practitioners in advance of agency need. APPEL specializes in addressing identified learning and performance needs of practitioners, leveraging relations with the "best of the best" practitioners, and creating measurable efficiency thereby contributing significantly to the work force's effectiveness towards achieving mission success. Additional information can be found at the following websites:

APPEL Web Site: http://APPEL.nasa.gov/about/overview/index.html

Knowledge Sharing Web Link: http://APPEL.nasa.gov/businessunits/knowledge/overview/index.html
Career Development Web Link: http://APPEL.nasa.gov/businessunits/career/overview/index.html

ASK Magazine Web Link: http://APPEL.nasa.gov/ask/about/overview/index.html

NET Web Link: http://net.larc.nasa.gov/main.php

2.0 SCOPE OF WORK

APPEL currently has four business units that support the overall program. These are (1) Performance Enhancement, (2) Knowledge Sharing, (3) Career Development, and (4) Research and Development. Management and Operations (M&O) activities are included in each business line. The scope of this contract includes support of the Knowledge Sharing (KS) and Career Development (CD) business units for the PPM community.

In addition, the scope of this contract includes the NASA Technical Workforce, which is defined as the community of Program/Project Managers, Systems Engineers and Discipline Engineers. In response to the Agency's merger of APPEL and NET, this contract will support the definition, execution, and evolution of knowledge sharing and world-class learning and career development services for the Technical Workforce. Included in this is the publication of the Academy Sharing Knowledge (ASK) magazine including the expanded target audience for the NASA Technical Workforce and support of the M&O activities across the full scope of this SOW. The scope of this contract will continually evolve in response to revisions made to agency priorities.

3.0 DESCRIPTION OF SERVICES TO BE PERFORMED

3.1 <u>Program Operations Support</u> - The contractor shall provide all personnel, equipment, materials, supervision, and other items and services required to perform the operations and management of the services defined herein under the fixed-price portion of the contract, including the program operations support for the reimbursable line items of the contract. The Government will also have the ability to order work within the general scope but not covered under the firm fixed price portion of the contract. Work will be ordered through the issuance of Task Orders in accordance with the contract terms (See CLIN X002 and SOW Paragraph 4.0) and issued on a Cost-Plus-Fixed Fee (CPFF) Basis.

The contractor shall perform the following requirements:

- 3.1.1 Review, create, evaluate, implement, publish and disseminate those APPEL Technical Workforce CD and KS processes and activities that align with the NASA Mission and that are consistent with standards, policies and guidance for the design/development of curriculum and course objectives for program/project management, project scientist, engineering and program control communities.
- 3.1.3 Participate in and develop presentations on APPEL Technical Workforce CD and KS activities for relevant conferences/forums for professional or research organizations, as well as APPEL domestic and international partners. Historically the contractor has participated in four events per year, and that is the anticipated level of support required for this contract. However, the number of events may fluctuate on an annual basis with an average of 4 per year over the potential 5-year period of performance.
- 3.1.4 Integrate Technical Workforce CD and KS processes, practices, products and services within APPEL and with other NASA and non-NASA educational offerings and CD models (e.g., courses, web-based tools, conferences) within the integrated Program/Project Management Development and Engineering Development processes. Collect and provide the required assessments/ evaluations/metrics on such activities.
- 3.1.5 IT Distance Learning Support Explore, identify and implement information technology resources for both KS and CD activities to enhance the delivery and management of APPEL services to the Technical Workforce community.
- 3.1.6 Execute, in coordination with the government, the definition, collection, publication and assessment of cross-cutting and discipline-specific metrics intended to ensure relevance and efficient utilization of public funds.
- 3.1.7 Execute, in coordination with the government, a Continuous Risk Management process intended to identify, document, track and mitigate risks associated with the execution of the APPEL charter.
 - 3.1.8 Present monthly status reports to APPEL management in a format agreed to by the government.

- 3.1.9 Participate in APPEL-chaired reviews instituted to examine strategic aspects of program definition and execution. It is the intention of the government to convene approximately one review per year. However, the number of events may vary.
- 3.1.10 Align the APPEL program with academia and industry to ensure that NASA employees continue to receive the best training available. These duties shall include, but are not limited to, (1) providing consulting services to the APPEL Director concerning the direction of the APPEL curriculum and providing comparisons to outside training programs in academia and other organizations, (2) working closely with universities throughout the United States to develop compatibility and alignment between the APPEL program and courses taught in academia, (3) working with selected universities to develop academic credits for APPEL coursework and the incorporation of APPEL coursework into accredited university degree programs, (4) acting as the APPEL outreach executive to academia and other training organizations, which shall include developing an expert exchange program between NASA and these other organizations, (6) participating in forums as required whereby NASA can engage the university leadership community to collaborate in meeting our complementary missions in supporting the next generation of engineers and scientists to enable the Vision of Space Exploration, (7) facilitating workshops, training and developmental opportunities, as required, which provide an environment to openly pursue innovative concepts for selected participants (8) providing technical support to the APPEL Business Management and Operations team for the development of key documents in support of University Programs as required,
- 3.1.11 (1) Participate in weekly APPEL Senior Management Council (SMC) meetings, (2) provide technical support in the development and delivery of PowerPoint presentations to NASA Centers, APPEL Management, industry and academic partners as required by the APPEL COTR and/or APPEL Director, (3) provide Monthly Status Reports (MSRs) reflecting accomplishments, planned activities, travel requests, and request for assistances, which shall be submitted on the last Friday of the month to the APPEL COTR, (4) developing Project Plans per initiative for review and approval by APPEL Management as required in accordance with the approved schedule.
- **3.2** Integrated and Community-Specific Career Development Services It is the government's intention to have a CD model that fully integrates the needs of the Technical Workforce. However, each community that comprises the Technical Workforce shall be independently and regularly engaged in order to ensure the most complete definition of community requirements. Only once this community-based information has been collected and vetted shall the data be integrated into the APPEL consolidated CD framework. In all cases, the contractor will be able to accurately reverse engineer the consolidated CD framework into those elements that directly support a specific community within the Technical Workforce.

Therefore, the contractor shall engage the Technical Workforce communities, NASA stakeholders, contractor partners, university and professional and research organization partners, and non-NASA partners to maintain and extend each community's CD process and its online version. The contractor shall perform the following requirements:

- 3.2.1 Develop, maintain and deliver to APPEL for configuration baseline, in a form acceptable to the government, integrated and community-specific Competency Matrixes, describing core competencies, proficiencies and objectives integral to successfully performing within a NASA program, project, or discipline activity;
- 3.2.2 Maintain and document the APPEL unified CD model, in a form acceptable to the government, in which career development roadmaps for each community within the Technical Workforce are detailed in terms to include as a minimum: courses, job levels, knowledge sharing activities, and experiences. This shall include identification of competency levels, as well as success and exit criteria and that sequences learning activities and

developmental opportunities to acquire and grow core competencies as well as support incremental levels of certification of completion against criteria defined both internally and externally to NASA;

- 3.2.3 Maintain an interactive, ongoing academic curriculum of Technical Workforce courses and learning activities, including, but not limited to, professional recommendation by the American Council on Education (ACE) and those with Project Management Institute (PMI) and The International Council on Systems Engineering INCOSE government provider status. The curriculum shall be available to the Government in electronic form and made available to the Technical Workforce in catalog form.
- 3.2.4 Develop and maintain a listing, know as a Resource Network, of NASA personnel who have depth and/or breadth in specific processes and competencies and knowledge domains to serve as competency Process Advisors (PAs) and Subject Matter Experts (SMEs). This listing shall be submitted to the government within 1 business day of the request.
- 3.2.5 On an ongoing basis, review and vet NASA Project Management and Systems Engineering competencies with internal and external stakeholders and organizations to ensure they remain up-to-date in line with NASA policy and procedure changes and relevant changes in the external PM/SE technical communities. Update competency models as appropriate.
 - 3.2.6 Provide Agency-wide CD services for NASA Centers as follows:
- 3.2.6.1. Maintain and extend e-PMDP to address all communities within the APPEL CD model, an online APPELication, to enable the Technical Workforce to access CD information, view development activities and create and manage individual development plans (IDPs) online, integrated with the overall NASA Human Capital Plan approach.
- 3.2.6.2 Implementation of OMB/Federal Acquisition Institute's Program/Project Management Certification (FAC-P/PM): Support NASA in the implementation of the FAC P/PM Certification through:
 - Development of tools and resources for Center implementation of PM certification (i.e., competency assessment tools, guidelines for Centers, Agency Wall Chart, internal communications templates, etc.)
 - Modification to existing internal processes and procedures necessary to meet external OMB/FAI reporting and tracking requirements
 - Provide a structured approach and accredited career development framework through APPEL's existing technical development model to support certification of NASA P/PMs
- 3.2.6.3 Support APPEL in meeting requirements for the NASA Plan for Improvement in the GAO High-Risk Area of Contract Management: Continue monitoring and tracking participation goals for courses relevant to GAO defined topics. Develop reports and presentations on APPEL's progress as required by NASA management to support the NASA Plan for improvement in the GAO defined High Risk areas. Other ongoing requirements include:
 - Continue relevant course offerings assuring access and availability to all Centers
 - Communicate requirements, regulations, and best practices through such vehicles as ASK magazine, ASK the Academy, APPEL website, Master's Forums, etc.
 - Conduct continuing reviews to ensure that courses being offered are appropriately addressing the project and contract management needs.
- 3.2.6.4 Assist CD Center Points of Contact to plan and implement APPEL programs and processes. Work with other APPEL contractors to implement APPEL program throughout the Agency.

- 3.2.6.4 Develop and maintain customized Career Development (CD) tools and resources for the APPEL CD framework for the technical workforce.
- **3.3** Career Development Services The contractor shall provide specific, clearly-defined CD courses and services linked to the co e competencies and used to develop individual and team capabilities and to assist teams, other NASA Centers, and others (e.g., other Government partners, commercial partners, university, and international partners). Types of services include, but are not limited to: development of learning documents, courses, and targeted instructional material; assessments of capabilities; simulations; case studies; process maps; classes, workshops, forums, computer-based training (CBT), and computer-mediated instruction; consulting; and mentoring. Partner with universities to access university experts to explore different learning models/methods to build Technical Workforce expertise.
- 3.3.1 Design and implement within the agency's Technical Workforce communities a standard process/methodology once a year, and in a time frame consistent with the government budget process, to assess learning needs to design and deliver both mandatory and non-mandatory services or modules which continually evolve during the life of the contract. :

Mandatory Services:

- o Core Curriculum
- o In-Depth Courses in the areas of Project Management, Systems Engineering, Communications & Leadership, Discipline Specific Courses
- o APPEL CD Model Level 3-content
- o APPEL CD Model Level-4 content
- o Assessment of the Technical Workforce

Non-mandatory Services:

- Solar Web Courses
- University Courses
- o Department of Defense/Department of Energy Courses
- 3.3.2 Annually assess CD products and services, learning needs, and a service delivery schedule to ensure alignment with individual and team learning needs/competencies within the Technical Workforce.
- 3.3.3 Deliver mandatory courses/learning activities, based on needs assessments to be conducted annually for the Centers and Agency stakeholders, semiannual updates and program/project team requirements. This includes but is not limited to scheduling sessions, securing facilities, identifying instructors, preparing materials, residing with participants thereby ensuring a continually safe environment, and coordinating responses to emergency situations, facilitating and evaluating the sessions.
- 3.3.4 Work with the APPEL Director to develop an integrated course/service delivery plan to ensure that service delivery frequency meets NASA's needs. In the plan describe existing or planned CD learning activities, tools, assessments/evaluations/metrics, and other resources to increase Technical Workforce proficiency and describe collaborative relationships for program planning and service delivery with Office of Personnel Management (OPM), Defense Acquisition University (DAU), Learning Management System (LMS), SOLAR, and other learning program and tools providers. Ensure that PPM learning activities and tools meet PMI certification and ACE accreditation requirements. The contractor shall ensure that Systems Engineering learning activities and tools meet INCOSE and ACE accreditation requirements and that Discipline-specific and Safety and Mission Assurance learning activities meet domain-specific accreditation requirements.
- 3.3.5 Establish program design standards and use a consistent approach to Technical Workforce learning activity designs across topics and media (e.g., courses, learning tools,

assessments/evaluations/metrics, and learning plans) and publish standards with consistent documentation and measurement approaches for each delivery medium.

- 3.3.6 Coordinate instructors for NASA Headquarters-sponsored APPEL courses and events. This includes, but is not limited to, (1) identifying and selecting instructors; (2) working with NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers), universities, professional and research organizations, other contractors, and non-contractor partners; (3) providing instructor orientation and materials, (4) evaluating instructors and courses and events; and (5) tracking program results/impact.
- **3.4** <u>Knowledge Sharing Services</u> The contractor shall engage domestic and international NASA stakeholders, contractor partners, university, professional and research organization partners, and any other non-NASA partner to explore and support NASA implementation of emerging approaches, techniques and models to share knowledge (e.g. best practices, lessons learned, communities of practitioners with shared interests and experience) within the agency. This includes, but is not limited to, the following:
- 3.4.1 Identify and implement innovative ways to share knowledge to build expertise across the Technical Workforce;
 - 3.4.2 Develop strategies and services for Headquarter-, Center- and Project-based KS activities;
- 3.4.3 Assist other NASA Centers to conduct Knowledge Sharing Workshops to enable participants across the Technical Workforce to share best practices and lessons learned. This includes but is not limited to, assistance in designing, conducting and evaluating the programs, pre-registering participants and preparing program materials.
- 3.4.4 Participate in the Project Management Challenge and other Center-based KS efforts. This includes the coordination and development of the APPEL informational display and any material pertaining to the display. More information regarding this program can be found at: http://pmchallenge.gsfc.nasa.gov/
- 3.4.5 Broaden the scope, applicability, and functionality of KS products and services across the Technical Workforce communities to meet the demands of the ever-changing environment and NASA programs, policies and procedures in the most efficient and effective way.
- **3.5** <u>Develop Learning and Knowledge Sharing Activities</u> The contractor shall engage NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers) to provide challenging and beneficial learning and knowledge sharing activities for the development of NASA's next generation of the Technical Workforce . The contractor shall:
- 3.5.1 Develop and adapt broadly accepted program/project management, systems engineering and scientific practices for NASA and other federal government organizations including the program/project community, engineering communities, Mission Offices, and Centers.
- 3.5.2 Integrate perspectives and activities to include but not be limited to courses, web-based tools, best practices, lessons learned, and data bases of multiple domestic and international organizational stakeholders, professional and research organizations, universities, and other NASA contract and non-contract partners.
- 3.5.3 Collaborate with NASA subject matter experts, professional organizations (e.g. Project Management Institute), other Government agencies (e.g. Defense Acquisition University), academia, and industry to design, develop, implement, evaluate and measure the impact of innovative ways for the Technical Workforce to learn, build individual and team expertise and capability, and share knowledge, best practices, lessons learned and emerging/developing processes.

- 3.5.4 Design, develop, write, edit, publish and distribute instructional and other learning and knowledge sharing materials and documents for the Technical Workforce community.
- 3.5.6 Link NASA Centers with similar learning and development and knowledge sharing issues together for facilitated work sessions and service development
- 3.5.7 Increase the diffusion of new ideas, lessons learned and best practices throughout the agency and government via APPEL CD and KS efforts.
- 3.5.8 Participate in and initiate research activities related to learning and knowledge sharing within the program/ project community in teams and NASA Centers and with other partners.
- **3.6** Academy Sharing Knowledge (ASK) Magazine Support The contractor shall be responsible for the writing and editing of the ASK Magazine to support performance enhancement services and tools, supporting career development programs, sponsoring knowledge sharing events and publications, and creating opportunities for Technical Workforce collaboration with universities, professional associations, industry partners and other government agencies. The contractor shall:
- 3.6.1 Write and edit 3-5 issues of ASK Magazine annually; submit a ready-to-publish online version to the government for porting to a website defined by the government.
- 3.6.2 Participate in designing and developing an average of 2 sessions per year of the Masters Forum of Project Managers for 40-50 participants each to capture and share program and project management best practices and lessons learned. Participate in designing and developing an average of 2 Principal Investigator Team Master Forums. This includes, but is not limited to, program planning, coordination, management, direction, location, speakers, facilities, resources materials, pre-registration and feedback/evaluation. More information regarding this program can be found at: http://APPEL.nasa.gov/businessunits/knowledge/programs/
- **3.7** <u>Program Enhancement/Improvement Support</u> The contractor shall provide suggestions and recommendations to support and enhance APPEL's present and future service delivery and results metrics using various methods including online surveys, pre-course demographic surveys, pre/post assessments, supervisor assessments, and non-NASA and professional organization recognition. In addition, the contractor shall measure:
- 3.7.1 The type, amount and nature of services provided to various populations (individuals, teams, Centers, Mission Offices;
 - 3.7.2 The cost of providing each service to the designated population(s);
- 3.7.3 The results and impact of service delivery, including feedback and shifts in knowledge, concepts, behavior and performance of individuals and teams;
- 3.7.4 Improvements in individual and project team capabilities (linked to competency attainment and increases in proficiency);
- 3.7.5 Individual and project team access to information on competencies, desired proficiency levels and options for development;

- 3.7.6 The type, amount and nature of development options and resources available to individuals and project teams (Agency-wide, at NASA Centers, and provided by APPEL);
- 3.7.7 The costs and benefits associated with recommended and alternative approaches to meeting the objectives of APPEL. This shall include analyzing the benefits of this program in relation to the resources expended in meeting the program objectives.
- **3.8** <u>Travel</u> Travel will be cost reimbursable, with no fee, in accordance with CLIN X003, and subject to the Federal Travel Regulation. The contractor shall be required to travel to support meetings, conferences, workshops, classes, and other activities in support of this contract. Contractor required and requested travel shall be submitted in writing to the government and approved by the COTR prior to incurring any costs. The frequency and format of the contractor travel requests will be determined by the COTR.

4.0 TASK ORDER SUPPORT FOR WORK "OVER AND ABOVE" THE FIXED-PRICE PORTION OF THE CONTRACT (CLIN X002)

- 4.1 NASA's APPEL and other similar programs managed by the agency are continually evolving as the needs of the agency change. The government anticipates that during the life of the contract additional requirements, which are within the general scope of this contract but not specifically identified under the fixed price portion of the contract, will be required in support of NASA's mission. To accomplish the additional requirements, the Government may issue task orders in support of NASA Headquarters, NASA Centers and other Government agencies. Although the exact details of the work are not known at this time, potential areas of interest include, but are not limited to:
 - 4.1.1 Support of the Agency's new vision and current mission goals;
- 4.1.2 Latest developments in the industry, the Agency, and the Nation related to the work covered by this contract;
 - 4.1.3 Changes in the engineering workforce;
- 4.1.4 New strategies and tools for career development, as well as forums for sharing news, lessons, and practices;
 - 4.1.5 New certification requirements, including assessment and performance requirements;
 - 4.1.6 Collaborative efforts with other Agencies, academia, and industry;
- 4.1.7 Other similar program changes that are necessary for the agency to meet its Technical Workforce, Learning, and Training requirements.
- 4.2 This work will be considered "Over and Above Work" and services not covered by CLIN X001. The Contracting Officer will issue task orders in accordance with Special Contract Requirements clauses H.19 and H.20 of this contract. Only the Contracting Officer may issue task orders.

5.0 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

Unless specifically identified to be provided by the Government, the contractor shall furnish all property, equipment, supplies, and materials in support of the contract. The contractor shall have access to the training facilities at Wallops Island and other locations as specified under individual task orders.

6.0 INFORMAT ION TECHNOLOGY

All computer systems developed under this procurement shall be compatible with NASA platforms, policies and standards (See NPR 2800.1 – Managing Information Technology). Any and all APPELications, tools, and technologies that are developed under the execution of this contract will become the property of the United States Government.

- **6.1 Web-based Information Management Systems:** Web-based information management systems that support on-line learning, registration, tracking, evaluations and assessments include secure (i.e., at a level of protection sufficient to prevent unauthorized access to web material) web-based data entry and report-reading support for evaluation and assessment of individuals, teams, and the Agency's Technical Workforce capabilities. Web-based information management systems that support studies are similar, but do not have to be secure.
- **6.2 Databases:** Databases to be maintained include the APPEL Database and other databases that are implemented over the life of this contract. ILDP quality management effort includes, but is not limited to, documenting requirements for the products of the SSO; developing and maintaining templates for APPEL documents; and developing and maintaining checklists, process flow diagrams, and other process control tools.
- **6.3 Reference Documents:** The information management system for reference documents shall support the preparation, verification, publication, distribution and posting on the web of documents that are meant to serve as a reference to both the learning community and the science community.
- **6.4 Website Development and Maintenance:** APPEL Website support includes developing and maintaining the APPEL content, links, web-based libraries, presentations from conferences, and other related requirements as needed to perform the work required by this contract.

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF C	ONTRACT		1. CONTRACT ID CODE	P.	AGE OF	PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	DATE	4 RFC	UISITION/PURCHASE REQ. NO.	5 PROJ	1 FCT NO	2 . (If applicable)
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6. ISSUED BY CODE	LARC		7. ADI	MINISTERED BY (If other than Item 6)	CODE	LARC	
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8. NAME AND ADDRESS OF CONTRACTOR (No., street ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963	, county, State and	. (9B.	DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDER NOT NOT A DATE OF A D	O.		
			10E	3. DATED (SEE ITEM 13)			
CODE	FACILITY CO	DE	0	9/01/2005			
	11. THIS IT	EM ONLY APPLIES TO AN	/ENDN	IENTS OF SOLICITATIONS			
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF 0 virtue of this amendment you desire to change an offer eference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If req 4200280789	to the solicitation DFFERS PRIOF r already submit is received prior ruired)	on and amendment numbe R TO THE HOUR AND DA' tted, such change may be to the opening hour and d	rs. FA TE SPI made I	ECIFIED MAY RESULT IN REJECTION OF YO by telegram or letter, provided each telegram or	BE RECE DUR OFFE letter ma	IVED AT ER. If by kes	,
CHECK ONE A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A.	PURSUANT TO:	(Specify authority) THE C	CHANG	SES SET FORTH IN ITEM 14 ARE MADE IN TI	HE CONT	RACT	
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH	CT/ORDER IS M I IN ITEM 14, P	IODIFIED TO REFLECT T URSUANT TO THE AUTH	HE AD ORITY	MINISTRATIVE CHANGES (such as changes of FAR 43.103(b).	in paying	office,	
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED	INTO PURSUANT TO AU	THOR	TY OF:			
D. OTHER (Specify type of modification	• • •						
X FAR 52.233-22, Limit	ation of	Funds (APR 1	.984)			
E. IMPORTANT: Contractor is not.	· · · · · · · · · · · · · · · · · · ·			copies to the issuing			
14. DESCRIPTION OF AMENDMENT/MODIFICATION a. The purpose of this modif amount of \$261,000. As a re x001 is hereby changed to \$1. b. Funding for this modifical Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	ication sult of 2,969,88 tion is	is to allot i this modifica 8.28. appropriated	ncretion under under as her	emental funding to CLIN n, the total dollars ob er task NNL05AC93T, mode etofore changed, remains unchanged and in fundame and TITLE OF CONTRACTING OFFICE	x001 ligat ifica	ed fo	or CLIN 28.
			Jef	frey Hisey			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B.	JNITED STATES OF AMERICA		160	C. DATE SIGNED
(Signature of person authorized to sign)	_ _			(Signature of Contracting Officer)			

Contract NNLo5AAo2B oooo28 Page 2 of 2

- c. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:
- "(a) Of the total price of item x001 the sum of $\frac{12,969,888.28}{12,969,888.28}$ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3001						
30 March 2009	TBD					

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until 30 March 2009."
- d. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

			CONTRACT FUNDING SUMMARY				
				Total Funding By CLIN (CLIN X002 Funded by Task Order)			NASA SAP P.O. # (For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
		0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		\$46,915.00		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Wodinoution 6	funds to CLIN 1001.	1001	420173277	\$660,000.00	\$0.00	\$0.00	1414200/10001
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
	Exercise Option 2 & add	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	funds to CLIN 2001 and CLIN 2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	add funding to CLIN 2003, and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
	Add funds to CLIN 2001, 2003, and revise Section B	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	Schedule	2003	4200228056		\$63,000.00		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	CLIN 2004	2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in app	olicable tasks		
		2001	4200250196	\$363,000.00			NNL05AC93T
Modification 21	Add funds to 2001	2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
			subtotal Option 2 period:	\$4,217,239.00	\$87,000.00	\$214,500.00	
Option 3 Period:	Exercise Option 3 & add						
Modification 22	funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
Modification 27	Revise SOW		Not applicable.	\$0.00			
Modification 28	Add funds to 3001	3001	4200280789	\$261,000.00			NNL05AC93T
		<u> </u>	subtotal Option 3 period:	\$1,926,877.28 \$42,060,999,29	\$0.00	\$0.00 \$614,500.00	
		Gra	and total: Base + Option 1+Option 2:	\$12,969,888.28	\$315,490.90	Φ 014,300.00	

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1. CONTRACT ID CODE PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
000029	See Block 16C	n/a N/A
6. ISSUED BY CODE	LARC	7. ADMINISTERED BY (If other than Item 6) CODE LARC
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195 M/S 126 Hampton VA 23681-2199		NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199
8. NAME AND ADDRESS OF CONTRACTOR (No., street	t, county, State and ZIP Code)	(A) 9A. AMENDMENT OF SOLICITATION NO.
ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO.
		× NNL05AA02B
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	09/01/2005
	11. THIS ITEM ONLY APPLIES	S TO AMENDMENTS OF SOLICITATIONS
reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If rec n/a 13. THIS ITEM ONLY APPLIES TO M	is received prior to the opening hour quired) IODIFICATION OF CONTRACTS/OR	nay be made by telegram or letter, provided each telegram or letter makes ur and date specified. RDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORTI C. THIS SUPPLEMENTAL AGREEMEN		LECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, E AUTHORITY OF FAR 43.103(b). TO AUTHORITY OF:
D OTHER (Secolarity of modification		
D. OTHER (Specify type of modification X FAR 52.233-22, Limit		
E. IMPORTANT: Contractor X is not.	is required to sign this documen	ent and return0 copies to the issuing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION a. The purpose of this modif	(Organized by UCF section heading ication is to allo result of this mo	ogs, including solicitation/contract subject matter where feasible.) ot incremental funding to CLIN x001 in the odification, the total dollars obligated for
b. Funding for this modifica	tion is appropriat	ted under task NNL05AC93T, modification 29.
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	ne document referenced in Item 9A o	or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
		Jeffrey Hisey
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 07 May 2004
(Signature of person authorized to sign)		(Signature of Contracting Officer)

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

Contract NNLo5AAo2B oooo29 Page 2 of 2

- c. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:
- "(a) Of the total price of item x001 the sum of $\frac{13,975,546.00}{13,975,546.00}$ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3001						
30 August 2009	TBD					

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until 30 August 2009."
- d. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

			CONTRACT FUNDING SUMMARY				
				Total Funding By CLIN (CLIN X002 Funded by Task Order)			NASA SAP P.O. # (For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
		0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		\$46,915.00		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Wodinoution 6	funds to CLIN 1001.	1001	420173277	\$660,000.00	\$0.00	\$0.00	1414200/10001
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	_	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	CLIN 2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
	Add funds to CLIN 2001, 2003, and revise Section B	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	Schedule	2003	4200228056		\$63,000.00		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	GLIN 2004	2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in app	licable tasks		
		2001	4200250196	\$363,000.00			NNL05AC93T
Modification 21	Add funds to 2001	2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
	•		subtotal Option 2 period:	\$4,217,239.00	\$87,000.00	\$214,500.00	

Option 3 Period:									
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T		
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T		
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T		
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T		
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T		
Modification 27	Revise SOW		Not applicable.	\$0.00					
Modification 28	Add funds to 3001	3001	4200280789	\$661,000.00			NNL05AC93T		
Modification 29	Add funds to 3001	3001	4200291172	\$605,675.72			NNL05AC93T		
			subtotal Option 3 period:	\$2,932,553.00	\$0.00	\$0.00			
	Grand total: Base + Option 1+Option 2: \$13,975,564.00 \$315,490.90 \$614,500.00								

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	CONTRACT ID CODE	PAGE OF PAGES			
		LA DECURSITION OF DECUME	5. PROJECT NO. (If applicable)			
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	N/A			
0.00030 S. ISSUED BY CODE	05/07/2009 LARC	17.0				
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195 M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than item 6) CODE LARC NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199				
8. NAME AND ADDRESS OF CONTRACTOR (No., street	t, county, State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION NO.	247.11.11			
ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		9B. DATED (SEE ITEM 11) x 10a. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA02B				
		10B, DATED (SEE ITEM 13)				
CODE	FACILITY CODE	09/01/2005				
	11. THIS ITEM ONLY APPLIES TO	AMENDMENTS OF SOLICITATIONS				
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an offer reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If rec n/a)	OFFERS PRIOR TO THE HOUR AND or already submitted, such change may is received prior to the opening hour ar quired)	DATE SPECIFIED MAY RESULT IN REJECTION OF be made by telegram or letter, provided each telegrand date specified.	F YOUR OFFER. If by m or letter makes			
13. THIS ITEM ONLY APPLIES TO M	ODIFICATION OF CONTRACTS/ORDE	ERS. IT MODIFIES THE CONTRACT/ORDER NO. AS	DESCRIBED IN ITEM 14.			
	10.00	HE CHANGES SET FORTH IN ITEM 14 ARE MADE I THE ADMINISTRATIVE CHANGES (such as chang JTHORITY OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PURSUANT TO	AUTHORITY OF:				
D. OTHER (Specify type of modification						
X FAR 52.233-22, Limit						
E. IMPORTANT: Contractor Sis not.	is required to sign this document a					
14 DESCRIPTION OF AMENDMENT/MODIFICATION a. The purpose of this modified amount of \$9,729.90. As a rathis CLIN is hereby changed	ication is to allot esult of this modif	incremental funding to CL	IN x004 in the			
o. Funding for this modifica	tion is appropriate	d under task NNL05AC96T, m	odification 30.			
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	ne document referenced in Item 9A or 1	10A, as heretofore changed, remains unchanged and 16A. NAME AND TITLE OF CONTRACTING O Jeffrey Hisey				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	o They Us			
(Signature of person authorized to sign)		(Signature of Contracting Officer)				
NSN 7540-01-152-8070 Previous edition unusable		1	STANDARD FORM 30 (REV. 10-83) Prescribed by GSA			

Prescribed by GSA FAR (48 CFR) 53.243

- c. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:
- "(a) Of the total price of item x004 the sum of \$624,229.90 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 3004				
TBD	TBD			

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until 30 August 2009."
- d. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

CONTRACT FUNDING SUMMARY							
				Total Funding By CLIN (CLIN X002 Funded by Task Order)			NASA SAP P.O. # (For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Contract Award Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
		0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		\$46,915.00		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Wodinoution 6	funds to CLIN 1001.	1001	420173277	\$660,000.00	\$0.00	\$0.00	INNEUSACSST
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	CLIN 2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
	Add funds to CLIN 2001, 2003, and revise Section B	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	Schedule	2003	4200228056		\$63,000.00		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	OLIN 2004	2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in applicable tasks			
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
	subtotal Option 2 period: \$4,217,239.00 \$87,000.00 \$214,500.00						_

Option 3 Period:	option 3 Period:								
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T		
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T		
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T		
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T		
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T		
Modification 27	Revise SOW		Not applicable.	\$0.00					
Modification 28	Add funds to 3001	3001	4200280789	\$661,000.00			NNL05AC93T		
Modification 29	Add funds to 3001	3001	4200291172	\$605,675.72			NNL05AC93T		
Modification 30	Add funds to 3004	3004	4200291172			\$9,729.90	NNL05AC96T		
	subtotal Option 3 period: \$2,932,553.00 \$0.00 \$9,729.90								
	Grand total: Base + Option 1+Option 2: \$13,975,564.00 \$315,490.90 \$624,229.90								

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		LA PEQUICITION PURPLINATION AND AND AND AND AND AND AND AND AND AN	1 5
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) N/A
000031 6. ISSUED BY CODE	See Block 16C	7. ADMINISTERED BY (If other than Item 6)	CODE LARC
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195 M/S 126 Hampton VA 23681-2199		NASA/Langley Research Cen 9B Langley Blvd., Bldg. 1 M/S 126 Hampton VA 23681-2199	ter
8. NAME AND ADDRESS OF CONTRACTOR (No., street	t. county. State and ZIP Code)	9A. AMENDMENT OF SOLICITATION NO.	
ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963		9B. DATED (SEE ITEM 11) x 10A, MODIFICATION OF CONTRACT/ORDEF 10B. DATED (SEE ITEM 13)	₹ NO.
CODE	FACILITY CODE	09/01/2005	
	11. THIS ITEM ONLY APPLIES TO	AMENDMENTS OF SOLICITATIONS	
CHECK ONE A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A.	ODIFICATION OF CONTRACTS/ORDE	ERS. IT MODIFIES THE CONTRACT/ORDER NO. AS HE CHANGES SET FORTH IN ITEM 14 ARE MADE IN TOTHE ADMINISTRATIVE CHANGES (such as chang) JTHORITY OF FAR 43.103(b).	N THE CONTRACT
C. THIS SUPPLEMENTAL AGREEMEN		AUTHORITY OF:	
D. OTHER (Specify type of modification X Mutual Agreement of	and the second		
E. IMPORTANT: Contractor is not.	X is required to sign this document a	and return1_ copies to the issu	uing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION a. The purpose of this modif benchmarking of APPEL servic improvements based on qualit	ication is incorpor es against industry ative and quantitat	ate a requirement under CLI excellence standards to in ive results.	IN 3004 for the mplement
b. Based on the above, the a Membership" is hereby incorp			ng Assessment &
c. The price for this requir NNL05AC96T.	ement is \$47,568.40	. This amount will be obli	gated under task
	Secretary of the secret		
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	e document referenced in Item 9A or 1	10A, as heretofore changed, remains unchanged and in 16A. NAME AND TITLE OF CONTRACTING OF	
		Jeffrey Hisey	
	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
	6/19/09	(Signature of Contracting Officer)	han 19/une 20

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243



NAS	SA APPEL Statement of	Work (SOW) R	equest Form
Contract No.:	NNL05AA02B	Task Order	CLIN 3004
Requesting Organization:	NASA APPEL, Office of the Chief Engineer (OCE)	Funding Source:	NASA APPEL
Task Order Title:	FY 2009 Benchmarking A	ssessment & Mem	bership
Period of Performance:	Date of Contracting Office	r approval through	October 2009
Background of Work to be Performed:	innovative approach to ber excellence standards to impulative results to meet assessment will: • Identify weaknessed and competent state • Understand where leverage • Compare the value organizations • Learn together with industries, all of we in different ways • Gain fresh ideas of the contractor shall conduct that will provide an understand that will provide an understand the "NASA Academy identify and implement impulations." The contractor shall implement impulations are contractor shall implement impulations. The contractor shall implement impulations are contractor shall implement impulations.	es and gaps in the off to deliver project to focus APPEL es for the dollar APF h leading organization share similar in this strategically ct an assessment of tanding of how the ng used to deliver lit will provide NAS compares to othe provement plans aiment the benchmar l associated activitiont slides delivered	development of knowledgeable as and programs expenditures to give maximum PEL receives with comparable tions across different challenges, but approach them evital topics If NASA's "Project Academy" a strategic development of NASA's portfolio of strategic day with an understanding of ers, and it will be able to expendituding a practice of the strategic development of ers, and it will be able to expendituding a practice of the strategic day with a dino later than October 16,
Objectives and Desired Results:			hmarking assessment over a dologies and best practices.

Stage 1 – Planning: The contractor shall plan the logistics of the assessment, including the sources of information needed for the assessment and individuals to be involved in the assessment, per the direction of the NASA Technical Monitor (TM).

A project schedule shall be developed based on finalized logistics, a kick-off meeting shall be held with all key stakeholders, and an overview of the assessment will be presented to the NASA TM within the initial week (week 1) of the project.

Stage 2 – Artifact Assessment: The contractor shall assess APPEL's documented "vision" and / or methodology – 'what we intend to deliver'. The contractor shall complete this task either at NASA HQ or off-site through a review of documentation provided by APPEL in whatever format is most suitable (i.e., strategy documents, procedure manuals, CD-ROM, access to website, etc). In addition, the contractor will have access to designated APPEL stakeholders by telephone and/or e-mail for clarification purposes.

Stage 3 – Deployment Workshop: The contractor shall conduct a facilitated half-day workshop to assess the current state of deployment of APPEL documented "vision" and/or methodology (Approach) – "what is currently happening in reality."

In order to gain the best results, the workshop shall be attended by a representative cross-section of the "customers" of the APPEL, including Project Managers, Logistics Managers, and representatives of those functions who regularly make use of the academy or provide support to it (e.g. OHCM, Centers, Mission Directorates, Finance, Training, etc.).

The NASA TM will provide a list of participants to the contractor for the facilitated workshop before the initial kick-off meeting and conduct the event during the second week of the project.

Stage 4 – Analyses: The contractor shall provide a review of the documents gathered in stages 2 and 3 with the NASA TM to ensure the assessment correctly represents the current state of affairs. The NASA TM shall sign-off on the final work product in a schedule meeting with the contractor in the third week of the scheduled event.

Stage 5 – Analysis and Reporting: The contractor shall score and compare the data gathered during stages 2 and 3 to the benchmark database. The contractor shall deliver a conclusion in the form of an integrated and comprehensive PowerPoint presentation, together with a set of charts and evidence files. These will highlight the main capability gaps identified, and make recommendations as to how these gaps should be addressed APPEL management.

The contractor shall deliver a draft report to the NASA TM for review in week 4. Upon completion of that review, a final report will be issued within a week.

	Stage 6 – Feedback: The contractor shall deliver the assessment findings through a scheduled formal presentation to the NASA TM and other APPEL senior managers. Following delivery of the results, the contractor shall schedule a one (1) day "Improvement Planning Session" with the NASA TM and selected individuals to develop an action plan to prioritize and deliver the recommended improvements.
Functional	The contractor shall perform the following task requirements:
Description of Work to be	Task 1 – APPEL Support: The contractor shall provide support under
Performed with Deliverables and Delivery	CLIN 3001/4001 – Program Operations Support as directed by the APPEL COTR and NASA (TM) to assist with the implementation and oversight of the APPEL Benchmarking Assessment (Task 2).
Schedule:	Task 2 – APPEL Benchmarking Assessment: The contractor shall plan and implement the benchmarking assessment and reporting per stages 1-6 note above, commensurate with LaRC CO approval and the following notional schedule:
	 Kick-off Meeting: Week 1 Deployment Assessment Workshop: Week 2
	• Evidence Review Meeting & Sign-off: Week 3
	• Draft Report: Week 4
	• Feedback Presentation: Week 5
	Task 3 – Human Services 1-year Network Membership: The contractor shall procure a 1-year Network Membership of Human Systems' North America Network for APPEL, which provides the following:
	 The right to undertake a Corporate Practice Benchmark Assessment (CPA) against other members of Human Systems' Global Network The right to undertake a 'Project Academies' Benchmark Assessment against other members of Human Systems' Global Network
	 Access for up to two (2) representatives to participate in regular Workshops of the Human Systems' North America Network (currently 3 x 1-day and 1 x 2-day workshops per annum) Opportunity for up to 2 representatives to attend and participate in Human Systems annual Global Workshop
	 Access for up to 12 representatives to Human Systems' Member's Network intranet
	 Discounted rates for Individual Competency Assessments and for Project Profiling (PHT) services Discounted Masterclass and consultancy rates
	The contractor shall present the Membership Agreement to the NASA TM and APPEL COTR for review and signature, commensurate with LaRC CO approval of the task order.

	NASA TM. All materials protection the property of NASA APPE	Task 4 – Materials: The contractor shall review all materials with the NASA TM. All materials produced in accordance with this SOW shall be the property of NASA APPEL and the government.						
Government Furnished Items:	 Meeting and Workshop Facilities Windows PC with PowerPoint 2003 or later Digital Projection System Projection Screen TV/VCR Lapel and Hand Microphones (if required) Flip Charts and Markers 							
Special Instructions for Performance of Task Order:	All travel in support of this SOW is subject to the Federal Travel Regulation (FTR), contract paragraphs C.3.8 and H.18. All related travel is to be pre-approved by the NASA COTR and shall be reported using the following categories:							
NACATM.	NASA Task Monitor (TM							
NASA TM: Phone Number:		Mail Stop: Email Address:	6S86 edward.j.hoffman@nasa.gov					
I HOUR INGHIDEL.	NASA APPEL COTR							
NASA COTR:		Mail Stop:	6M80					
Phone Number:		Email Address:	Roger.c.forsgren@nasa.gov					
Proposed Cost	The following represents an estimate for the costs associated with the SOW							
Estimates:	under CLIN 3004 – Miscella							
	APPEL Benchmark							

AMENDME	NT OF SOLICITATION/MODI	FICATION OF C	ONTRACT		1. CONTRACT ID CODE	PAGE 1	OF PAGES		
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE	DATE	4. REC	UISITION/PURCHASE REQ. NO.		NO. (If applicable)		
000032		See Blo	ck 16C			N/A			
6. ISSUED BY	CO			7. ADI	MINISTERED BY (If other than Item 6)	CODE LA	RC		
9B Lang M/S 126	ngley Research Cent ley Blvd., Bldg. 11 VA 23681-2199			NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199					
8. NAME AND	ADDRESS OF CONTRACTOR (No., s	street, county, State and	d ZIP Code)	(x) 9A	AMENDMENT OF SOLICITATION NO.				
Attn: La 3900 C S	NAGEMENT SERVICES IN AKeisha Webb STREET, STE-802 GE AK 99503-5963	NC		x 10/NN	DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDER IL 0 5 AA 0 2 B B. DATED (SEE ITEM 13)	R NO.			
CODE		FACILITY CO	DE		9/01/2005				
					IENTS OF SOLICITATIONS				
reference to	o the solicitation and this amendment, a FING AND APPROPRIATION DATA (I	and is received prior f required) O MODIFICATION C	to the opening hour and	date spo	by telegram or letter, provided each telegram criffied. DDIFIES THE CONTRACT/ORDER NO. AS I	DESCRIBED IN IT			
	B. THE ABOVE NUMBERED CONT appropriation date, etc.) SET FO C. THIS SUPPLEMENTAL AGREEM				MINISTRATIVE CHANGES (such as change OF FAR 43.103(b). TY OF:	es in paying offic	е,		
Х	D. OTHER (Specify type of modification FAR 52.233-22, Lim	• ,	Funds						
E. IMPORTAN	T: Contractor X is no	t. 🗌 is required	to sign this document and	l return	copies to the issu	ing office.			
a. The pamount of CLIN x00	purpose of this mod	ification a result on 25,490.90.	is to allot : f this modif:	incr	colicitation/contract subject matter where feat emental funding to CLI ion, the total dollars er task NNL05AC95T.	N 3003 i			
15A. NAME A	vided herein, all terms and conditions on the conditions on the conditions on the conditions of the co	of the document refe	erenced in Item 9A or 10A	16A. Jef	etofore changed, remains unchanged and in NAME AND TITLE OF CONTRACTING OF frey Hisey JNITED STATES OF AMERICA				
	(Signature of parson outhorized to sign)				(Signature of Contracting Officer)				

			CONTRACT FUNDING SUMMARY				
				Total Funding By CLIN (CLIN X002 Funded by Task Order)			NASA SAP P.O. # (For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
		0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		\$46,915.00		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.00	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Wodilication 5	funds to CLIN 1001.	1001	420173277	\$660,000.00	\$0.00	\$0.00	MNEOSACSST
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

ption 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	CLIN 2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
	Add funds to CLIN 2001,	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	2003, and revise Section B . Schedule	2003	4200228056	,,	\$63,000.00		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	CLIN 2004	2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in app	licable tasks		
		2001	4200250196	\$363,000.00			NNL05AC93T
Modification 21	Add funds to 2001	2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
			subtotal Option 2 period:	\$4,217,239.00	\$87,000.00	\$214,500.00	

Option 3 Period:	Option 3 Period:								
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T		
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T		
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T		
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T		
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T		
Modification 27	Revise SOW		Not applicable.						
Modification 28	Add funds to 3001		4200282477 & 4200280789	\$661,000.00			NNL05AC93T		
Modification 29	Add funds to 3001		4200291172	\$605,657.72			NNL05AC93T		
Modification 30	Add funds to 3004	3004	4200292226			\$9,729.90	NNL05AC96T		
Modification 31	Add funds to 3004	3004	4200299131			\$50,000.00	NNL05AC96T		
Modification 32	Add funds to 3003	3003	4200299045		\$10,000.00		NNL05AC95T		
			subtotal Option 3 period:	\$2,932,535.00	\$10,000.00				
		Gra	and total: Base + Option 1+Option 2:	\$13,975,546.00	\$325,490.90	\$674,229.90			

AMERICAMENTADORPOATON NO SEPTECTIVE DATE AREQUISITIONS/INCOMPTION NO SEPTECTIVE DATE AREQUISITIONS/INCOMPTION NO SEPTECTIVE DATE AREQUISITIONS/INCOMPTION NO SERVED N	AMENDMENT OF SOLICITATION/MODIFIC		1. CONTRACT ID CODE		PAGE OF PAGES		
Sec Block 16C			-			1	2
SOURCE SOURCE CODE LARC TARMISTERED BY If robot man item 6) ODE LARC TARMISTERED BY If robot man item 6) NASA/Langley Research Center B Langley Blvd., Bidg. 1195B M/S 126 B Langley Blvd., Bidg. 1195B M/S 126 M/S 126 MASA/Langley Research Center B Langley Blvd., Bidg. 1195B M/S 126 M/S 126 MASA/Langley Research Center B Langley Blvd., Bidg. 1195B M/S 126 M/S 126 MASA/Langley Research Center B Langley Blvd., Bidg. 1195B M/S 126 M/S 126 MASA/Langley Research Center B Langley Blvd., Bidg. 1195B M/S 126 MASA/Langley Research Center B Langley Blvd., Bidg. 1195B M/S 126 MASA/Langley Research Center B Langley Blvd., Bidg. 1195B M/S 126 MASA/Langley Research Center B Langley Blvd., Bidg. 1195B M/S 126 MASA/Langley Research Center B Langley Blvd., Bidg. 1195B M/S 126 MASA/Langley Research Center B Langley Blvd., Bidg. 1195B M/S 126 MASA/Langley Research Center B Langley Blvd., Bidg. 1195B M/S 126 MASA/Langley Blvd., Bidg. 1195B M/S 126 MASA/Langley Research Center B Langley Blvd., Bidg. 1195B M/S 126 MASA/Langley Blvd., Bidg. 1195B M/S 126 MASA/Langley Research Center B Langley Blvd., Bidg. 1195B M/S 126 MASA/Langley Research Center B Langley Blvd., Bidg. 1195B M/S 126 MASA/Langley Blvd., Bidg. 1195B MASA/Langley Blvd., Bidg. 1195B M/S 126 MASA/Langley Blvd., Bidg. 1195B MA	2. AMENDMENT/MODIFICATION NO.		17000	QUISITION/PURCHASE REQ. NO.	100000000). (If applicable)
ASSA/Langley Research Center B Langley Blvd., Bldg. 1195B MASSA/Langley Research B Langley Research Spl. 1195B MASSA/Langley Research B Langley Res	000033	See Block 16C	0,000,000			-	
The lake's sha Webb 90 O STREET, STE-802 NCHORAGE AK 99503-5963 WE FACILITY CODE FACILITY COD	NASA/Langley Research Center		NAS 9B M/S	A/Langley Research Ce Langley Blvd., Bldg. 3 126	nter	LARC	2
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for recoglic of Offers The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for recoglic of Offers The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for recoglic of Offers The PLACE DESIGNATED FOR THE RECIEF OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. It by virtue of this amendment numbers to change and first are solicitation and amendment numbers to the specified of the solicitation and amendment numbers to change and first are advantage submitted, such dange may be made by integran or letter, provided each telegrain or letter, provided each telegrain or letter, provided each telegrain or letter provided each telegrain or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 2 ACCOUNTING AND APPROPRIATION DATA (if required) 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTISIONDERS. IT MODIFIES THE CONTRACTIONDER NO. AS DESCRIBED IN ITEM 14. CHECK ONE A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 150. B THE ABOVE NUMBERED CONTRACTORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office. C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF D. OTHER (Specify type of modification and authority) X FAR 52.217-19, Option to Extend the Term of the Contract (MAR 2000) IMPORTANT: Contractor Ris not I required to sign this document and return O copies to the issuing office. 4. DESCRIPTION OF AMENDMENTMODIFICATION (Organized by UCF section headings, including solicitation/contract subject mather where Readable). The purpose of this is modification is to exercise of Option of Performance, of Performance, of t	8. NAME AND ADDRESS OF CONTRACTOR (No., street ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb 3900 C STREET, STE-802 ANCHORAGE AK 99503-5963	county, State and ZIP Code)	96 × 10	3. DATED (SEE ITEM 11) DA. MODIFICATION OF CONTRACT/ORDE N L O 5 A A O 2 B	ER NO.		
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers and advanced provided in the solicitation or as amended, by one of the following methods (i) by completing copies of the samendament prior to the hour and date specified in the solicitation or as amended, by one of the following methods (ii) by completing receipt of the samendament or sea or topy of the offer submitted (iv) separate letter of the grain which includes a reference to the solicitation and amendment numbers. FALLINE OF YOUR ACKNOWLEDGMENT OF BRICEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIES MY RESULT IN RELECTION OF YOUR OFFER if it is setted to the solicitation and amendment numbers. FALLINE OF YOUR ACKNOWLEDGMENT OF BRICEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIES MY RESULT IN RELECTION OF YOUR OFFER if it is setted to the solicitation and this amendment and it is received prior to the opening hour and date specified. 2. ACCIONATING AND APPROPRIATION DATA (Fraques) 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTIONERS. IT MODIFIES THE CONTRACTIONERN NO. AS DESCRIBED IN ITEM 14. 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTIONERS. 14. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 15. 15. THE ABOVE NUMBERED CONTRACTIONERS IN MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office). 26. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 27. THE PURPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 28. THE ASSOCIATION (Organized by UCF section headings, including solicitation contract subged matter where fleasible). 39. THE PURPLEMENT OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation contract where fleasible). 39. THE PURPLEMENT OF A MEMBER AND THE OFFICE REPORTS AND A MADE AND THE OFFICE REPORTS AND A MADE AND THE OFFICE REPORTS AND A MADE AND THE OFFICE REPORTS AND A	CODE	FACILITY CODE		09/01/2005			
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers and advanced provided in the solicitation or as amended, by one of the following methods (i) by completing copies of the samendament prior to the hour and date specified in the solicitation or as amended, by one of the following methods (ii) by completing receipt of the samendament or sea or topy of the offer submitted (iv) separate letter of the grain which includes a reference to the solicitation and amendment numbers. FALLINE OF YOUR ACKNOWLEDGMENT OF BRICEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIES MY RESULT IN RELECTION OF YOUR OFFER if it is setted to the solicitation and amendment numbers. FALLINE OF YOUR ACKNOWLEDGMENT OF BRICEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIES MY RESULT IN RELECTION OF YOUR OFFER if it is setted to the solicitation and this amendment and it is received prior to the opening hour and date specified. 2. ACCIONATING AND APPROPRIATION DATA (Fraques) 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTIONERS. IT MODIFIES THE CONTRACTIONERN NO. AS DESCRIBED IN ITEM 14. 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTIONERS. 14. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 15. 15. THE ABOVE NUMBERED CONTRACTIONERS IN MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office). 26. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 27. THE PURPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 28. THE ASSOCIATION (Organized by UCF section headings, including solicitation contract subged matter where fleasible). 39. THE PURPLEMENT OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation contract where fleasible). 39. THE PURPLEMENT OF A MEMBER AND THE OFFICE REPORTS AND A MADE AND THE OFFICE REPORTS AND A MADE AND THE OFFICE REPORTS AND A MADE AND THE OFFICE REPORTS AND A		11. THIS ITEM ONLY APPLIES					
X FAR 52.217-19, Option to Extend the Term of the Contract (MAR 2000) .IMPORTANT: Contractor	D / a 13. THIS ITEM ONLY APPLIES TO M CHECK ONE A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH	ODIFICATION OF CONTRACTS/OF PURSUANT TO: (Specify authority) CT/ORDER IS MODIFIED TO REFL IN ITEM 14, PURSUANT TO THE	THE CHAN ECT THE A	GES SET FORTH IN ITEM 14 ARE MADE DMINISTRATIVE CHANGES (such as char Y OF FAR 43.103(b).	IN THE CO	ONTRACT	A 14.
IMPORTANT: Contractor X is not. is required to sign this document and return 0 copies to the issuing office. 4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to exercise Option 4 period of performance, 01 eptember 2009 through 31 August 2010. CLIN 4001, Program Operations Support, is nearementally funded in the amount of \$495,910.00 under task NNL05AC93T. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. SA. NAME AND TITLE OF SIGNER (Type or print) Jeffrey Hisey	D. OTHER (Specify type of modification	and authority)				-	
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) The purpose of this modification is to exercise Option 4 period of performance, 01 eptember 2009 through 31 August 2010. CLIN 4001, Program Operations Support, is necrementally funded in the amount of \$495,910.00 under task NNL05AC93T. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 55. NAME AND TITLE OF SIGNER (Type or print) 165. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey	X FAR 52.217-19, Optio	n to Extend the To	erm of	the Contract (MAR 200	00)		
5A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey Hisey	14 DESCRIPTION OF AMENDMENT/MODIFICATION a. The purpose of this modif September 2009 through 31 Au	(Organized by UCF section heading ication is to exergust 2010. CLIN	gs including rcise (4001, I	solicitation/contract subject matter where to option 4 period of per program Operations Sup	easible.) forma	nce, C)1
(Signature of person authorized to sign) (Signature of Contracture of Contractur	Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR		Je	NAME AND TITLE OF CONTRACTING O	-	Type or prin	nt)
1-g-may or our minority of mounty	(Signature of person authorized to sign)			(Signature of Contracting Officer)	7		1/1/405/ CO

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

b. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are herby deleted and replaced with the following:

"(a) Of the total price of item **4001** the sum of **\$495,910.00** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 4001						
October 2009	\$247,955					

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31^{st} , 2009."

c. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

			CONTRACT FUNDING SUMMARY				
				Total Funding By CLIN (CLIN X002 Funded by Task Order)			NASA SAP P.O. # (For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
		0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		\$46,915.87		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.87	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Wodincation 5	funds to CLIN 1001.	1001	420173277	\$660,000.00	\$0.00	\$0.00	TVIVEOUAGUST
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	CLIN 2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
	Add funds to CLIN 2001, 2003, and revise Section B	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	Schedule	2003	4200228056		\$63,000.00		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	GEIN 2004	2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in app	olicable tasks		
	-	2001	4200250196	\$363,000.00			NNL05AC93T
Modification 21	Add funds to 2001	2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
			subtotal Option 2 period:	\$4,217,239.00	\$87,000.00	\$214,500.00	

Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
Modification 27	Revise SOW		Not applicable.				
Modification 28	Add funds to 3001		4200282477 & 4200280789	\$661,000.00			NNL05AC93T
Modification 29	Add funds to 3001		4200291172	\$605,657.72			NNL05AC93T
Modification 30	Add funds to 3004	3004	4200292226			\$9,729.90	NNL05AC96T
Modification 31	Add funds to 3004	3004	4200299131			\$50,000.00	NNL05AC96T
Modification 32	Add funds to 3003	3003	4200299045		\$10,000.00		NNL05AC95T
			subtotal Option 3 period:	\$2,932,535.00	\$10,000.00	\$59,729.90	
Option 4 Period:							
Modification 33	Exercise Option 4 & add funds to CLIN 4001	4001	4200306745 & 4200307652	\$495,910.00			NNL05AC93T
			subtotal Option 4 period:	\$495,910.00	\$0.00		
			Grand Total	\$14,471,456.00	\$325,491.77	\$674,229.90	

AMENDME	NT OF SOLICITATION/MODIFIC	ATION OF C	ONTRACT		CONTRACT ID CODE	PAGI	OF PAGES			
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE	DATE	4. REC	UISITION/PURCHASE REQ. NO.	5. PROJEC	 T NO. (If applicable)			
000034		See Bloo	ck 16C	n/a		n/a				
6. ISSUED BY	CODE	LARC	5.1. 100	7. ADI	MINISTERED BY (If other than Item 6)	CODE L	ARC			
9B Lang M/S 126	ngley Research Center ley Blvd., Bldg. 1199 VA 23681-2199	<u> </u>		NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199						
8. NAME AND	ADDRESS OF CONTRACTOR (No., stree	t, county, State and	ZIP Code)	(x) 9A.	AMENDMENT OF SOLICITATION NO.					
Attn: La 3900 C S	NAGEMENT SERVICES INC AKeisha Webb STREET, STE-802 SE AK 99503-5963			9B.	DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDER IL 0 5 AA 0 2 B B. DATED (SEE ITEM 13)	NO.				
CODE		FACILITY COL	DE .	10	9/01/2005					
		11 THIS ITE	M ONLY APPLIES TO A		ENTS OF SOLICITATIONS					
reference to	o the solicitation and this amendment, and FING AND APPROPRIATION DATA (If re	is received prior quired)	to the opening hour and o	date spe	by telegram or letter, provided each telegram ecified. DIFIES THE CONTRACT/ORDER NO. AS DESS SET FORTH IN ITEM 14 ARE MADE IN	ESCRIBED IN	ITEM 14.			
	B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORT C. THIS SUPPLEMENTAL AGREEMEN				MINISTRATIVE CHANGES (such as change OF FAR 43.103(b). TY OF:	s in paying offi	ce,			
	D. OTHER (Specify type of modification	• ,								
X	FAR 52.233-22, Limit	ation of	Funds							
a. The pamount of b. As a to \$330 c. Fund:	TION OF AMENDMENT/MODIFICATION purpose of this modified \$5,000.00. result of this modified,491.77. ing for this modification	(Organized by U ication ication,	is to allot i	ncre land a second a	etofore changed, remains unchanged and in	ible.) N 4003 i	changed			
15B. CONTRA	ACTOR/OFFEROR		15C. DATE SIGNED		frey Hisey JNITED STATES OF AMERICA		16C. DATE SIGNED			
	(Signature of person authorized to sign)				(Signature of Contracting Officer)		20 November 2009			

			CONTRACT FUNDING SUMMARY				
					Funding By CLIN Funded by Task O	Order)	NASA SAP P.O. # (For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
		0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		\$46,915.87		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.87	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Widamodion 6	funds to CLIN 1001.	1001	420173277	\$660,000.00	\$0.00	\$0.00	1414200/10001
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	CLIN 2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
	Add funds to CLIN 2001, 2003, and revise Section B	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	Schedule	2003	4200228056		\$63,000.00		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	OLIN 2004	2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in app	olicable tasks		
		2001	4200250196	\$363,000.00			NNL05AC93T
Modification 21	Add funds to 2001	2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
			subtotal Option 2 period:	\$4,217,239.00	\$87,000.00	\$214,500.00	

Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
Modification 27	Revise SOW		Not applicable.				
Modification 28	Add funds to 3001		4200282477 & 4200280789	\$661,000.00			NNL05AC93T
Modification 29	Add funds to 3001		4200291172	\$605,657.72			NNL05AC93T
Modification 30	Add funds to 3004	3004	4200292226			\$9,729.90	NNL05AC96T
Modification 31	Add funds to 3004	3004	4200299131			\$50,000.00	NNL05AC96T
Modification 32	Add funds to 3003	3003	4200299045		\$10,000.00		NNL05AC95T
			subtotal Option 3 period:	\$2,932,535.00	\$10,000.00	\$59,729.90	
Option 4 Period:							
Modification 33	Exercise Option 4 & add funds to CLIN 4001	4001	4200306745 & 4200307652	\$495,910.00			NNL05AC93T
Modification 34	Add Funds to 4003	4003	4200320045		\$5,000.00		NNL05AC95T
			subtotal Option 4 period:	\$495,910.00	\$5,000.00	\$0.00	
			Grand Total	\$14,471,456.00	\$330,491.77	\$674,229.90	

AMENDMENT OF SOLICITATION/MODIFIC	CATION OF C	ONTRACT		CONTRACT ID CODE	PA	GE OF	PAGES 1		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	DATE	4. RE0	L QUISITION/PURCHASE REQ. NO.	5. PROJI	ECT NO.	(If applicable)		
000035	See Blo	ck 16C	n/a		n/a				
6. ISSUED BY CODE			7. AD	MINISTERED BY (If other than Item 6)	CODE	LARC			
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1199 M/S 126 Hampton VA 23681-2199			NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199						
8. NAME AND ADDRESS OF CONTRACTOR (No., street	et, county, State and	d ZIP Code)	(x) 9A	. AMENDMENT OF SOLICITATION NO.					
ACDO MANACEMENT CEDUTCES INC									
ASRC MANAGEMENT SERVICES INC Attn: LaKeisha Webb			9E	. DATED (SEE ITEM 11)					
3900 C STREET, STE-802				,					
ANCHORAGE AK 99503-5963									
			X N	A. MODIFICATION OF CONTRACT/ORDER N NL05AA02B	O.				
			10	B. DATED (SEE ITEM 13)					
CODE	FACILITY COI	DE		9/01/2005					
	11. THIS ITE	EM ONLY APPLIES TO AM	MENDI	MENTS OF SOLICITATIONS					
CHECK ONE A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	PURSUANT TO:	(Specify authority) THE (CHAN	ODIFIES THE CONTRACT/ORDER NO. AS DEGES SET FORTH IN ITEM 14 ARE MADE IN TO DMINISTRATIVE CHANGES (such as changes of FAR 43.103(b).	HE CONT	RACT	4.		
C. THIS SUPPLEMENTAL AGREEMEN									
D. OTHER (Specify type of modification	• /								
X FAR 52.233-22, Limit	tation of	Funds							
E. IMPORTANT: Contractor X is not.	is required t	to sign this document and	return	copies to the issuing	g office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION a. The purpose of this modif amount of \$452,651.b. As a result of this modif to \$14,924,107.c. Funding for this modifical	fication	is to allot i	ncr	emental funding to CLIN	4001				
Except as provided herein, all terms and conditions of to 15A. NAME AND TITLE OF SIGNER (Type or print)			, as he						
15D CONTRACTOR/OFFERDOR		AEC DATE OLONES				1400	DATE CIONED		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B.	UNITED STATES OF AMERICA			December 2009		

(Signature of person authorized to sign)

(Signature of Contracting Officer)

			CONTRACT FUNDING SUMMARY				
					Funding By CLIN Funded by Task O	Order)	NASA SAP P.O. # (For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
		0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		\$46,915.87		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.87	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Wodinoation 0	funds to CLIN 1001.	1001	420173277	\$660,000.00	\$0.00	\$0.00	1414200/10001
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	CLIN 2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
ouou.o	Add funds to CLIN 2001,	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	2003, and revise Section B Schedule	2003	4200228056	\$150,205.00	\$63,000.00		NNL05AC95T
Wodincation 13	Add funds to CLIN 2001	2003	4200232011	\$703,555.00	\$03,000.00		NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
Wednesday 10	Add funds to CLIN 2001 and	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	CLIN 2004	2004	4200237952	, , , , , , , , , , , , , , , , , , , ,		\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in app	licable tasks		
		2001	4200250196	\$363,000.00			NNL05AC93T
Modification 21	Add funds to 2001	2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
			subtotal Option 2 period:	\$4,217,239.00	\$87,000.00	\$214,500.00	

Option 3 Period:							
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
Modification 27	Revise SOW		Not applicable.				
Modification 28	Add funds to 3001		4200282477 & 4200280789	\$661,000.00			NNL05AC93T
Modification 29	Add funds to 3001		4200291172	\$605,657.72			NNL05AC93T
Modification 30	Add funds to 3004	3004	4200292226			\$9,729.90	NNL05AC96T
Modification 31	Add funds to 3004	3004	4200299131			\$50,000.00	NNL05AC96T
Modification 32	Add funds to 3003	3003	4200299045		\$10,000.00		NNL05AC95T
			subtotal Option 3 period:	\$2,932,535.00	\$10,000.00	\$59,729.90	
Option 4 Period:							
Modification 33	Exercise Option 4 & add funds to CLIN 4001	4001	4200306745 & 4200307652	\$495,910.00			NNL05AC93T
Modification 34	Add Funds to 4003	4003	4200320045		\$5,000.00		NNL05AC95T
Modification 35	Add Funds to 4001	4001	4200320031	\$452,651.00			NNL05AC93T
			subtotal Option 4 period:	\$948,561.00	\$5,000.00	\$0.00	
			Grand Total	\$14,924,107.00	\$330,491.77	\$674,229.90	

AMENDME	NT OF SOLICITATION/MOD	DIFICATION OF C	CONTRACT		CONTRACT ID CODE	PAGE	E OF PAGES			
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE	DATE 4	. REQ	JISITION/PURCHASE REQ. NO.	5. PROJEC	T NO. (If applicable)			
000036		See Blo	l _n	/a		n/a				
6. ISSUED BY	C	CODE LARC		7. ADN	IINISTERED BY (If other than Item 6)	CODE LZ	ARC			
9B Lang M/S 126	ngley Research Cer ley Blvd., Bldg. 1 VA 23681-2199		<u> </u>	NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199						
8. NAME AND	ADDRESS OF CONTRACTOR (No	., street, county, State and	d ZIP Code) (x	9A.	AMENDMENT OF SOLICITATION NO.					
ASRC MAN	NAGEMENT SERVICES	INC								
	Keisha Webb			9B.	DATED (SEE ITEM 11)					
	STREET, STE-802 SE AK 99503-5963									
ANCHORAG	E AN 99303-3963		x		. MODIFICATION OF CONTRACT/ORDER N L05AA02B	IO.				
				10E	. DATED (SEE ITEM 13)					
CODE		FACILITY COI	DE	0	9/01/2005					
		11. THIS ITE	EM ONLY APPLIES TO AM	ENDM	ENTS OF SOLICITATIONS					
separate let THE PLACE virtue of this reference to	E DESIGNATED FOR THE RECEIP s amendment you desire to change a the solicitation and this amendmen TING AND APPROPRIATION DATA	erence to the solicitation T OF OFFERS PRIOR an offer already submit t, and is received prior t (If required)	on and amendment numbers R TO THE HOUR AND DAT tted, such change may be n to the opening hour and da	s. FAI E SPE made b ate spe		BE RECEIVE OUR OFFER. or letter makes	ED AT			
	13. THIS ITEM ONLY APPLIES	TO MODIFICATION C	OF CONTRACTS/ORDERS.	IT MC	DIFIES THE CONTRACT/ORDER NO. AS DE	SCRIBED IN I	/TEM 14.			
CHECK ONE	A. THIS CHANGE ORDER IS ISS ORDER NO. IN ITEM 10A.	UED PURSUANT TO:	(Specify authority) THE C	HANG	ES SET FORTH IN ITEM 14 ARE MADE IN T	HE CONTRA	СТ			
	B. THE ABOVE NUMBERED CON appropriation date, etc.) SET F				MINISTRATIVE CHANGES (such as changes OF FAR 43.103(b). TY OF:	in paying offic				
	D. OTHER (Specify type of modifi	• •								
X	FAR 52.233-22, Li	mitation of	Funds							
E. IMPORTAN	T: Contractor X is	not. is required t	to sign this document and re	eturn	copies to the issuing	g office.				
The purp	pose of this modif	ication is	to:	•	olicitation/contract subject matter where feasi	,				
		_			int of \$177,527.08. As					
			=		IN 4001 is changed to	\$1,126,	088.08.			
Funding	for this modifica	tion is app	ropriated unde	er t	ask NNL05AC93T.					
modifica		ollars obli	gated for CLIN	N 4(ant of \$10,000.00. As 003 is changed to \$15,005AC95T.					
					etofore changed, remains unchanged and in fo					
15A. NAME A	ND TITLE OF SIGNER (Type or prin	nt)		16A. N	IAME AND TITLE OF CONTRACTING OFFI	CER (Type or	print)			
				Jef	frey Hisey					
15B. CONTRA	ACTOR/OFFEROR		15C. DATE SIGNED	16B. U	INITED STATES OF AMERICA		16C. DATE SIGNED			
	(Signature of person authorized to sign)				(Signature of Contracting Officer)		08 January 2010			

Contract NNLo5AAo2B oooo36 Page 2 of 2

- c. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:
- "(a) Of the total price of item x001 the sum of $\frac{15,101,634.08}{15,101,634.08}$ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 4001					
31 January 2010	TBD				

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until 31 January 2010."
- d. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

			CONTRACT FUNDING SUMMARY				
				Total Funding By CLIN (CLIN X002 Funded by Task Order)			NASA SAP P.O. # (For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
		0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		\$46,915.87		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.87	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Widamidation	funds to CLIN 1001.	1001	420173277	\$660,000.00	\$0.00	\$0.00	1414200/10001
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	CLIN 2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
	Add funds to CLIN 2001,	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	2003, and revise Section B Schedule	2003	4200228056	, ,	\$63,000.00		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	CLIN 2004	2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in app	olicable tasks		
		2001	4200250196	\$363,000.00			NNL05AC93T
Modification 21	Add funds to 2001	2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
			subtotal Option 2 period:	\$4,217,239.00	\$87,000.00	\$214,500.00	

Option 3 Period:								
Modification 22	Exercise Option 3 & add funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T	
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T	
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T	
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T	
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T	
Modification 27	Revise SOW		Not applicable.					
Modification 28	Add funds to 3001		4200282477 & 4200280789	\$661,000.00			NNL05AC93T	
Modification 29	Add funds to 3001		4200291172	\$605,657.72			NNL05AC93T	
Modification 30	Add funds to 3004	3004	4200292226			\$9,729.90	NNL05AC96T	
Modification 31	Add funds to 3004	3004	4200299131			\$50,000.00	NNL05AC96T	
Modification 32	Add funds to 3003	3003	4200299045		\$10,000.00		NNL05AC95T	
			subtotal Option 3 period:	\$2,932,535.00	\$10,000.00	\$59,729.90		
Option 4 Period:								
Modification 33	Exercise Option 4 & add funds to CLIN 4001	4001	4200306745 & 4200307652	\$495,910.00			NNL05AC93T	
Modification 34	Add Funds to 4003	4003	4200320045		\$5,000.00		NNL05AC95T	
Modification 35	Add Funds to 4001	4001	4200320031	\$452,651.00			NNL05AC93T	
Modification 36	Add Funds to 4001	4001	4200324785	\$177,527.08			NNL05AC93T	
Wodincation 30	Add Funds to 4003	4003	4200324789		\$10,000.00		NNL05AC95T	
			subtatal Oution A naviad	£4.400.000.00	£45.000.00	# 0.00		
	subtotal Option 4 period: \$1,126,088.08 \$15,000.00 \$0.00 Grand Total \$15,101,634.08 \$340,491.77 \$674,229.90							

AMENDMENT OF	SOLICITATION/MODIFIC	ATION OF CONTRACT		1. CONTRACT ID CODE	[]	PAGE OF	PAGES	
2. AMENDMENT/MOD	DIFICATION NO.	3. EFFECTIVE DATE	4. REC	L UISITION/PURCHASE REQ. NO.	5. PRC	JECT NO.	(If applicable)	
000037		See Block 16C	n/a		n/a			
6. ISSUED BY	CODE	LARC	7. ADI	MINISTERED BY (If other than Item 6)	CODE	LARC		
	y Research Center Blvd., Bldg. 1195 23681-2199		9B :	A/Langley Research Ce Langley Blvd., Bldg. 126 oton VA 23681-2199				
8. NAME AND ADDRE	ESS OF CONTRACTOR (No., stree	t, county, State and ZIP Code)	(x) 9A.	AMENDMENT OF SOLICITATION NO.				
Attn: LaKeis 3900 C STREE			9B.	DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDE ULOSABO2B	ER NO.			
			100	3. DATED (SEE ITEM 13)				
CODE		FACILITY CODE		9/01/2005				
		11. THIS ITEM ONLY APPLIES	1 1					
n/a 13. CHECK ONE A. THI	IS CHANGE ORDER IS ISSUED F DER NO. IN ITEM 10A.	ODIFICATION OF CONTRACTS/OI PURSUANT TO: (Specify authority)	THE CHANG	DDIFIES THE CONTRACT/ORDER NO. AS SES SET FORTH IN ITEM 14 ARE MADE I MINISTRATIVE CHANGES (such as changed) OF FAR 43.103(b).	IN THE CON	NTRACT	14.	
		HIN ITEM 14, PURSUANT TO THE			-			
D. OT	HER (Specify type of modification	and authority)						
X Mut	ual Agreement of	Parties						
14. DESCRIPTION OF		ication is incorpo	gs, including s		easible.)	4 for	the	
College Cred	dit Recommendatio	n Services (ACE CI	REDIT)"	k, "APPEL American Co	ed into	o the		
c. The price under task l	-	ement is \$19,333.	62 (no :	fee). The requiremen	C WIII	pe It	inaea	
		e document referenced in Item 9A		etofore changed, remains unchanged and				
15A. NAME AND TITL	E OF SIGNER (Type or print)			NAME AND TITLE OF CONTRACTING O	FFICER (Ty	pe or print)		
15B CONTRACTOR/O	OFFEROR . 1	15C. DATE SIGNI		frey Hisey UNITED STATES OF AMERICA		160	. DATE SIGNED	
				IS SITTLE OF AMERICA				0010
(Signàtur	re of person authorized to sign)	- 2 19 10	<u>' </u>	(Signature of Contracting Officer)		- 25	February	



			Page 2 of 4				
$\mathbf{N}_{\mathcal{A}}$	ASA APPEL Statement of	of Work (SOW)	Request Form				
Contract No.:	NNL05AA02B	Task Order No.:	NNL05AC96T (CLIN 4004)				
Requesting Organization:	NASA APPEL, Office of the Chief Engineer (OCE)	Funding Source:	NASA APPEL				
Task Order Title:	APPEL American Counc Services (ACE CREDIT)		College Credit Recommendation				
Period of Performance:	Date of Contracting Office	cer approval throu	gh March 2010.				
Background of Work to be Performed:	Curriculum lies at the heart of The Academy's approach to building program/project and engineering capability at NASA. The courses are designed using project management and systems engineering competency models and focus on what the participants will need to enhance their own capabilities, knowledge and skills.						
We utilize best practices and NASA subject matter experts to best training available is provided to NASA's practitioners. In integral components of the courses are pre- and post-assessmed designed to help practitioners identify their own strengths, the knowledge, any knowledge gaps, and knowledge gain. APPEL offers a curriculum with a world-class reputation that technical skills and the leadership ability necessary to respond							
	and vision to a constantly changing landscape. The ACE CREDIT program furthers our mission and offers NASA practitioners with college credit for taking APPEL core and in-depth courses. These courses will support the development of NASA APPEL Colleges (e.g., Engineering, Program/Project Management, and Systems Engineering) under the APPEL umbrella.						
Objectives and Desired Results:	ACE CREDIT from the fFoundations of AerosProject Management	following list of se space at NASA (A & Systems Engine anagement & Syst Leadership-Lab (A Ojects (APPEL-LO Management (AP)	APPEL-FOU) eering (APPEL-PM&SE) ems Engineering (APPEL- APPEL-PM-LAB) C) PEL-IPM)				

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The contractor shall perform the following task requirements:

NASA APPEL is tasked with the development of the NASA Technical Workforce and is developing a new framework for NASA Colleges, under the APPEL umbrella. The Contractor shall work with the NASA TM and perform the following subtasks:

ACE CREDIT – Working with the NASA TM, select six (6) courses from the list of seven (7) identified courses (Attachment) for the ACE CREDIT program.

- Review the Criteria for Eligibility to Participate document in ACE CREDIT (College Credit Recommendation Service) and provide recommendation to NASA TM.
- Identify courses to be reviewed through the ACE CREDIT course evaluation process and submit a concise description of each to ACE CREDIT (course duration, learning objectives, target audience, instructor qualifications, and syllabus). A Checklist is provided to identify the required materials (Attachment).
- Support the *ACE CREDIT Content Review Committee (CCRC)*, which will determine the disciplines from which the evaluation team should be drawn and the number of team members required for course reviews
- ACE Proposal and Cost Estimate (Attachment) Review and submit the necessary forms and fees according to the ACE Proposal and Cost Estimate, dated December 10, 2009:
- Following a successful site visit by the *ACE CREDIT National Coordinator*, the contractor shall finalize logistics for the review, distribute materials to the review team, and remit fixed fees.
- Conduct course reviews and all post-review (positive review assessments and college credit recommendations) requirements as directed by the NASA TM and/or ACE Review Team (e.g., development and implementation of learning instruments for reviewed courses).
- APPEL Portal Narrative Work with the NASA APPEL Content Manager and Webmaster to provide content to support all positive review assessments and college credit recommendations under ACE CREDIT.
- NASA SATERN: The contractor shall coordinate and provide appropriate course materials (real-time) to the SATERN Administrator for the APPEL Domain in accordance with NASA policies and procedures. The content shall include, but not limited to the following:
 - Course Costs
 - Course Descriptions
 - Course Collateral
 - PMI Professional Development Units (if applicable)
 - ACE CREDIT

Deliverables and Delivery Schedule:

The contractor shall coordinate directly with the NASA TM and the APPEL Curriculum Team to establish a delivery schedule in support of the outlined deliverables in the ACE Proposal and Cost Estimate document.

Government	The Government shall pro	The Government shall provide support from CLIN 4001 – Program								
Furnished Items:	Operations Support to pro	cess the six (6) cour	ses for ACE CREDIT.							
Special		The contractor shall work directly with Deborah Warin, NASA TM and								
Instructions for	APPEL COTR to execute	APPEL COTR to execute the agreement as soon as possible (before the FY								
Performance of	2010 NASA PM Challeng	ge).								
Task Order:										
	Deborah Warin									
	Director, College Credit Recommendation Service									
	Deborah warin@ace.nche.edu									
	(202) 939 - 9324									
	NASA Technical Monito	r (TM) Contact Inf	ormation							
NASA TM:	Dr. Edward J. Hoffman	Mail Stop:	6M82							
Phone Number:	(202) 358 – 2182	Email Address:								
NASA Coi	ntracting Technical Repres	sentative (COTR) (Contract Information							
NASA COTR:	Roger C. Forsgren	Mail Stop:	6M80							
Phone Number:	(202) 358 – 0859	Email Address:	Roger.c.forsgren@nasa.gov							
Estimated Cost:	\$17,794.40									

AMENDME	ENT OF SOLICITATION/MODIFIC	CATION OF C	ONTRACT		CONTRACT ID CODE	PAG	PAGE OF PAGES			
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE	DATE 4	. REQ	UISITION/PURCHASE REQ. NO.	5. PROJE	 ECT NO.	(If applicable)		
000038		See Blo	ck 16C 4	200	329301, 4200329325	n/a		, ,		
6. ISSUED BY	CODE			7. ADN	INISTERED BY (If other than Item 6)	CODE I	LARC			
9B Lang M/S 126	ngley Research Center ley Blvd., Bldg. 1199 VA 23681-2199	2	NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199							
8. NAME AND	ADDRESS OF CONTRACTOR (No., stree	et, county, State and	d ZIP Code) (X	() 9A.	AMENDMENT OF SOLICITATION NO.					
ASRC MAN	NAGEMENT SERVICES INC									
Attn: La	aKeisha Webb			9B.	DATED (SEE ITEM 11)					
	STREET, STE-802									
ANCHORAG	GE AK 99503-5963		x		. MODIFICATION OF CONTRACT/ORDER N L05AA02B	Ю.				
				10E	3. DATED (SEE ITEM 13)					
CODE		FACILITY COI	DE	0	9/01/2005					
		11. THIS IT	EM ONLY APPLIES TO AM	IENDM	ENTS OF SOLICITATIONS					
THE PLACE virtue of this reference to	E DESIGNATED FOR THE RECEIPT OF s amendment you desire to change an off the solicitation and this amendment, and TING AND APPROPRIATION DATA (If re edule	OFFERS PRIOR er already submit l is received prior quired)	R TO THE HOUR AND DAT tted, such change may be n to the opening hour and da	E SPE made b ate spe		OUR OFFEI r letter mak	ER. If by kes			
	13. THIS ITEM ONLY APPLIES TO N	MODIFICATION C	OF CONTRACTS/ORDERS.	IT MC	DDIFIES THE CONTRACT/ORDER NO. AS DE	SCRIBED I	IN ITEM 1	14.		
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	PURSUANT TO:	(Specify authority) THE C	HANG	ES SET FORTH IN ITEM 14 ARE MADE IN T	HE CONTR	RACT			
	B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORT C. THIS SUPPLEMENTAL AGREEMEN				MINISTRATIVE CHANGES (such as changes OF FAR 43.103(b). TY OF:	in paying o	office,			
	D. OTHER (Specify type of modification									
X	52.233-22, Limitation	on of Fun	ıds							
E. IMPORTAN					copies to the issuing					
	TION OF AMENDMENT/MODIFICATION pose of this modifica	, ,	•	ıding s	olicitation/contract subject matter where feasil	ole.)				
				amoı	unt of \$1,849,371.92.	Asar	resul	t. of		
	_				LIN 4001 is changed to					
	for this modification		=		=	. ,	,			
modifica	_	ars obli	gated for CLI	N 4(ant of \$30,000.00. As 003 is changed to \$45,005AC95T.					
Eventer	wided berein all terms and different forms	ho document - C	proposed in Hom OA == 40.5	aa b = :	atofora changed remains unchannel and the	ıll foras ==	d offo-t			
	ND TITLE OF SIGNER (Type or print)	ne document rete			etofore changed, remains unchanged and in fu NAME AND TITLE OF CONTRACTING OFFICE					
	,				frey Hisey		. /			
15B. CONTRA	ACTOR/OFFEROR		15C. DATE SIGNED		JNITED STATES OF AMERICA		16C	. DATE SIGNED		
	(Signature of person authorized to sign)				(Signature of Contracting Officer)		11	March 2010		

Contract NNLo5AAo2B oooo38 Page 2 of 2

c. Clause B.11 entitled "LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989) (applies to CLIN 3001) paragraphs (a) and (c) (1) are hereby deleted and replaced with the following:

"(a) Of the total price of item x001 the sum of \$16,951,006.00 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS for CLIN 4001
Fully funded

- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until 31 August 2010."
- d. All other terms and conditions remain the same.

SEE ATTACHED CONTRACT FUNDING SUMMARY.

			CONTRACT FUNDING SUMMARY				
					Total Funding By CLIN (CLIN X002 Funded by Task Order)		
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
		0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4	Add funding for CLINs	0003	4200134333		\$46,915.87		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.87	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Wodification 5	funds to CLIN 1001.	1001	420173277	\$660,000.00	\$0.00	\$0.00	MNEOGAGGGT
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	CLIN 2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
	Add funds to CLIN 2001, 2003, and revise Section B	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	Schedule	2003	4200228056		\$63,000.00		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	CLIN 2004	2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in app	olicable tasks		
		2001	4200250196	\$363,000.00			NNL05AC93T
Modification 21	Add funds to 2001	2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00	_		NNL05AC93T
			subtotal Option 2 period:	\$4,217,239.00	\$87,000.00	\$214,500.00	

Option 3 Period:							
Modification 22	funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T
Modification 27	Revise SOW		Not applicable.				
Modification 28	Add funds to 3001		4200282477 & 4200280789	\$661,000.00			NNL05AC93T
Modification 29	Add funds to 3001		4200291172	\$605,657.72			NNL05AC93T
Modification 30	Add funds to 3004	3004	4200292226			\$9,729.90	NNL05AC96T
Modification 31	Add funds to 3004	3004	4200299131			\$50,000.00	NNL05AC96T
Modification 32	Add funds to 3003	3003	4200299045		\$10,000.00		NNL05AC95T
			subtotal Option 3 period:	\$2,932,535.00	\$10,000.00	\$59,729.90	
Option 4 Period:							
	Exercise Option 4 & add						
Modification 33	funds to CLIN 4001	4001	4200306745 & 4200307652	\$495,910.00			NNL05AC93T
Modification 34	Add Funds to 4003	4003	4200320045		\$5,000.00		NNL05AC95T
Modification 35	Add Funds to 4001	4001	4200320031	\$452,651.00			NNL05AC93T
Modification 36	Add Funds to 4001	4001	4200324785	\$177,527.08			NNL05AC93T
Wodincation 30	Add Funds to 4003	4003	4200324789		\$10,000.00		NNL05AC95T
Modification 37	Add Funds to 4004	4004	4200329326			\$19,334.00	NNL05AC96T
Modification 38	Add Funds to 4001	4001	4200329301	\$1,849,371.92			NNL05AC93T
IVIOUIIICALIOIT 30	Add Funds to 4003	4003	4200329325		\$30,000.00		NNL05AC95T
			subtotal Option 4 period:	\$2,975,460.00	\$45,000.00	\$19,334.00	
			Grand Total	\$16,951,006.00	\$370,491.77	\$693,563.90	

AMENDME	ENT OF SOLICITATION/MODIFIC	ATION OF C	ONTRACT		CONTRACT ID CODE	PAGE	OF PAGES			
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE	DATE 4	I. REQ	JISITION/PURCHASE REQ. NO.	5. PROJEC	$oxedsymbol{oxedsymbol{oxedsymbol{eta}}}$ T NO. (If applicable)			
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6. ISSUED BY	CODE	LARC		7. ADN	IINISTERED BY (If other than Item 6)	CODE T.Z	ARC			
NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199					NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199					
8. NAME AND	ADDRESS OF CONTRACTOR (No., stree	t, county, State and	d ZIP Code) (x	x) 9A.	AMENDMENT OF SOLICITATION NO.					
	NAGEMENT SERVICES INC									
	aKeisha Webb			9B.	DATED (SEE ITEM 11)					
	STREET, STE-802 GE AK 99503-5963									
invollotute	22 Int 93000 0300		Х		. MODIFICATION OF CONTRACT/ORDER N L05AA02B	0.				
				10E	. DATED (SEE ITEM 13)					
CODE		FACILITY COI	DE	0	9/01/2005					
		11. THIS IT	EM ONLY APPLIES TO AM	IENDM	ENTS OF SOLICITATIONS					
THE PLACE virtue of this reference to	E DESIGNATED FOR THE RECEIPT OF s amendment you desire to change an offe the solicitation and this amendment, and TING AND APPROPRIATION DATA (If re-	OFFERS PRIOR er already submit is received prior quired)	R TO THE HOUR AND DAT tted, such change may be n to the opening hour and da	TE SPE made b ate spe	LURE OF YOUR ACKNOWLEDGEMENT TO CIFIED MAY RESULT IN REJECTION OF YOU stelegram or letter, provided each telegram o cified.	OUR OFFER. r letter makes	If by			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	PURSUANT TO:	(Specify authority) THE C	HANG	ES SET FORTH IN ITEM 14 ARE MADE IN T	HE CONTRA	CT			
	B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORTI				MINISTRATIVE CHANGES (such as changes OF FAR 43.103(b). TY OF:	in paying offic	ce,			
	DOTUGE (Constitution of modification	and and anital								
X	D. OTHER (Specify type of modification 52.233–22, Limitation		nds							
E. IMPORTAN		_	to sign this document and r	eturn	Copies to the issuing	n office				
14. DESCRIP		(Organized by U	JCF section headings, inclu		olicitation/contract subject matter where feasil					
1. Allot	t incremental funding	to CLIN	4003 in the a	amoı	unt of \$5,463.50. This	fundin	g is to			
					. As a result of this		•			
	al dollars obligated ation is appropriated			_	to \$50,463.50. Fundin	g for t	his			
	=				unt of \$9,778.50. This or the Project Manageme		_			
					gated for CLIN 4004 is riated under task NNL05	_	d to			
Evcent on no	wided herein all terms and conditions of the	ne document refe	prenced in Item QA or 10A	ae hor	atofore changed, remains unchanged and in fi	ıll force and a	ffect			
	ND TITLE OF SIGNER (Type or print)	io accament ren	STOTIOGE III ROLLI SA OL TOA,	0A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)						
· ·· · · ·				Jeffrey Hisey						
15B. CONTRA	ACTOR/OFFEROR		15C. DATE SIGNED		INITED STATES OF AMERICA		16C. DATE SIGNED			
(Signature of person authorized to sign)				(Signature of Contracting Officer) 16 March 20						

			CONTRACT FUNDING SUMMARY				
				Total Funding By CLIN (CLIN X002 Funded by Task Order)			NASA SAP P.O. # (For Internal Use Only)
	Action Description	CLIN	PR Number	x001	x003	x004	
BASIC PERIOD:							
Contract Award	Award and funding for CLINs	0001	4200107539 (PLIs 1,2,3)	\$1,378,969.00			NNL05AC93T
Contract Award	0001 & 0003.	0003	4200107539 (PLI 4)		\$70,000.00		NNL05AC95T
Modification 1	Add contract clauses.		Not applicable.				
Modification 2	Add funding to CLIN 0001.	0001	4200135751	\$423,023.00			NNL05AC93T
Modification 3	Add funding to CLIN 0001 and incorporate "NET".	0001	4200138097	\$803,959.00			NNL05AC93T
	Add funding for CLINs	0001	4200147466	\$400,125.00			NNL05AC93T
Modification 4		0003	4200134333		\$46,915.87		NNL05AC95T
	0001,0003 & 0004	0004	4200147469			\$400,000.00	NNL05AC96T
			subtotal Base period:	\$3,006,076.00	\$116,915.87	\$400,000.00	
Option 1 Period:							
Modification 5	Exercise Option 1 & add funds to CLIN 1001.	1001	4200170838	\$881,614.00	\$0.00	\$0.00	NNL05AC93T
Wodinoation o		1001	420173277	\$660,000.00	\$0.00	\$0.00	1414200710001
Modification 6	Incorporate course cancellation fees.	N/A	Not applicable.		\$0.00	\$0.00	Not applicable.
Modification 7	APPEL on-a-stick; print catalogs, Round Table Mtg.	1004	Not applicable.		\$0.00	\$0.00	NNL05AC96T
Modification 8	Add funds to CLIN 1001	1001	4200184370	\$900,000.00	-	-	NNL05AC93T
Modification 9	Add DVD creation task to CLIN 1004 and add \$80K to CLIN 1003.	1003	4200182805 (PLI 20)		\$80,000.00		NNL05AC95T
Modification 10	Add funds to CLIN 1001	1001	4200197259	\$1,378,082.00	-	-	NNL05AC93T
Modification 11	Add funds to CLIN 1003	1003	4200209868		\$31,575.90		NNL05AC95T
			subtotal Option 1 period:	\$3,819,696.00	\$111,575.90	\$0.00	

Option 2 Period:							
	Exercise Option 2 & add funds to CLIN 2001 and	2001	4200215786	\$1,329,580.00			NNL05AC93T
Modification 12	CLIN 2003	2003	4200215786		\$20,000.00		NNL05AC95T
	Add MER & COBIE Case Studies DVD to CLIN 2004, add funding to CLIN 2003,	2003	4200219875		\$4,000.00		NNL05AC95T
Modification 13	and add funding to CLIN 2004	2004	4200219257			\$17,370.00	NNL05AC96T
Modification 14	Incorporate position of Partnership Outreach Manager to CLIN 2001, 3001, and 4001	2001	Not applicable.				
	Add funds to CLIN 2001, 2003, and revise Section B	2001	4200228046	\$756,203.00			NNL05AC93T
Modification 15	Schedule	2003	4200228056		\$63,000.00		NNL05AC95T
	Add funds to CLIN 2001	2001	4200232011	\$703,555.00			NNL05AC93T
Modification 16		2001	4200233549	\$211,600.00			NNL05AC93T
	Add funds to CLIN 2001 and CLIN 2004	2001	4200237940	\$364,000.00			NNL05AC93T
Modification 17	CLIN 2004	2004	4200237952			\$197,130.00	NNL05AC96T
Modification 18	Change Payment Office.		Not applicable.				
Modification 19	Key Personnel Modification	N/A	Not applicable.				
Modification 20	Deobligation of funding	N/A	Not applicable.	See modification in app	licable tasks		
Modification 21	Add funds to 2001	2001	4200250196	\$363,000.00			NNL05AC93T
		2001	4200250198	\$318,308.00			NNL05AC93T
		2001	4200250203	\$170,993.00			NNL05AC93T
			subtotal Option 2 period:	\$4,217,239.00	\$87,000.00	\$214,500.00	

Option 3 Period:								
Modification 22	funds to CLIN 3001	3001	4200267211 & 4200268176	\$342,143.19			NNL05AC93T	
Modification 23	Add funds to 3001	3001	4200269564 & 4200269206	\$188,614.09			NNL05AC93T	
Modification 24	Add funds to 3001	3001	4200272792	\$1,407,200.00			NNL05AC93T	
Modification 25	Deob funds from 3001	3001		(\$522,080.00)			NNL05AC93T	
Modification 26	Add funds to 3001	3001	4200279860	\$250,000.00			NNL05AC93T	
Modification 27	Revise SOW		Not applicable.					
Modification 28	Add funds to 3001		4200282477 & 4200280789	\$661,000.00			NNL05AC93T	
Modification 29	Add funds to 3001		4200291172	\$605,657.72			NNL05AC93T	
Modification 30	Add funds to 3004	3004	4200292226			\$9,729.90	NNL05AC96T	
Modification 31	Add funds to 3004	3004	4200299131			\$50,000.00	NNL05AC96T	
Modification 32	Add funds to 3003	3003	4200299045		\$10,000.00		NNL05AC95T	
			subtotal Option 3 period:	\$2,932,535.00	\$10,000.00	\$59,729.90		
Option 4 Period:	Option 4 Period:							
	Exercise Option 4 & add							
Modification 33	funds to CLIN 4001	4001	4200306745 & 4200307652	\$495,910.00			NNL05AC93T	
Modification 34	Add Funds to 4003	4003	4200320045		\$5,000.00		NNL05AC95T	
Modification 35	Add Funds to 4001	4001	4200320031	\$452,651.00			NNL05AC93T	
Modification 36	Add Funds to 4001	4001	4200324785	\$177,527.08			NNL05AC93T	
Wodincation 30	Add Funds to 4003	4003	4200324789		\$10,000.00		NNL05AC95T	
Modification 37	Add Funds to 4004	4004	4200329326			\$19,334.00	NNL05AC96T	
Modification 38	Add Funds to 4001	4001	4200329301	\$1,849,371.92			NNL05AC93T	
Wodilication 30	Add Funds to 4003	4003	4200329325		\$30,000.00		NNL05AC95T	
Modification 39	Add Funds to 4003	4003	4200331364		\$5,432.50		NNL05AC95T	
Widdilloation 39	Add Funds to 4004	4004	4200332289			\$9,778.50	NNL05AC96T	
	subtotal Option 4 period:				\$50,432.50	\$29,112.50		
	Grand Total				\$375,924.27	\$703,342.40		